

AGREEMENT

EFFECTIVE OCTOBER 6, 2023

EXPIRES OCTOBER 5, 2027

BY AND BETWEEN

NLMK INDIANA CORP.



AND

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION

LOCAL 2038

GLDC-ACD



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BETWEEN
NLMK INDIANA CORP.
AND
INTERNATIONAL LONGSHOREMEN'S ASSOCIATION
LOCAL 2038, GLDC-ACD

This is an Agreement (hereinafter referred to as the "Agreement"), made and entered into by and between NLMK INDIANA CORP. (hereinafter referred to as the "Company"), an Indiana corporation and the INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, LOCAL 2038, Great Lakes District Council, (GLDC), Atlantic Coast District, (ACD), (hereinafter referred to as the "Union"), acting for itself, its membership as presently constituted and all its future members who, as part of the collective bargaining unit herein defined, are now or may hereafter be in the employ of the Employer (hereinafter referred to as the "Bargaining Unit" or "Bargaining Unit Employees.")

PREAMBLE

Whereas, the parties wish to enter into an Agreement, effective from October 6, 2023 through October 5, 2027.

Whereas, it is the intent of the parties that this Agreement will set forth the terms and conditions of employment agreed to by the Employer and observed by Bargaining Unit Employees,

Whereas, the Union recognizes its responsibilities as the bargaining agent of the Bargaining Unit,

Whereas, the Union reaffirms its commitment to the principle that Bargaining Unit Employees will do a full day's work for a full day's pay, and consequently the Union agrees to use its best efforts to achieve this end,

Whereas, the Union recognizes that the term “full day’s work” relates not only to productivity (quantity, as well as quality), but also to certain standards of work ethic and responsibility, as well as to work practices that will protect the safety of people and equipment,

Whereas, both parties, in pursuit of a common, and mutually beneficial goal intend to continue building and promoting harmonious and fruitful relations between them, without any hindrance or interruption of work as a result of labor disputes,

Whereas, both parties intend to continue applying their best effort toward the development of an efficient workforce, operating in a safe and productive environment,

Whereas, both parties are committed to offering Bargaining Unit Employees maximum opportunity for personal, professional and financial growth,

Whereas, both parties realize that, in order to offer Bargaining Unit Employees the maximum possible opportunities for continuing employment and mutually acceptable wages for the type of work performed, the Employer must establish itself as a competitive force within the marketplace, and

Whereas, both parties recognize that, in order to accomplish such ends, it is mandatory that the Employer retain, without undue restriction, the right:

- A. to utilize outside services and opportunities as may be prudent or necessary, and
- B. to freely manage its business effectively and allocate its resources efficiently,

Therefore, the parties, in good faith, agree to the terms and conditions that follow.

ARTICLE 1
UNION RECOGNITION

NLMK-IN, located within the Port of Indiana, in conjunction with its working agreement by and between the ILA Local 2038 GLDC/ACD, is to be considered and treated as per a Traditional and Customary Port Practice facility.

Section 1.1: The Employer acknowledges that the Union is the exclusive bargaining agent with respect to the rates of pay, wages, hours of employment, and other conditions of employment for all Bargaining Unit Employees, as set forth in this Agreement.

Section 1.2: The recognition of this Bargaining Unit is not intended to be and is not a guarantee of employment or work preservation for its members.

Section 1.3: The Union acknowledges that all office clerical Employees, guards and security officers, sales personnel, professional or degreed engineers, non-exempt administrative staff, exempt management personnel and other supervisors, as defined in the National Labor Relations Act, are specifically excluded from the Bargaining Unit.

ARTICLE 2
SCOPE OF AGREEMENT

This Agreement applies only to the Employer's manufacturing Plant (hereinafter referred to as the "Plant") and its Bargaining Unit Employees, as well as any future operations, within Indiana's International Port, Port of Indiana, Portage, Indiana, and to no other location.

As of the date of this Agreement, the Employer's Plant at said location consists of a hot strip Rolling Mill (hereinafter referred to as the "Rolling Mill") and a steel making facility (hereinafter referred to as the "Melt Shop.")

ARTICLE 3
NON-DISCRIMINATION AGREEMENT

Section 3.1: The Employer and the Union agree not to discriminate against any Employee because of his or her sex, gender identity, sexual orientation, age, race, color, religion, national origin, disability, military service or union membership.

Section 3.2: Gender: In the text of this Agreement, use of the masculine gender includes the feminine, and vice versa, except where otherwise required by the context.

ARTICLE 4
UNION MEMBERSHIP

Union membership, in good standing, is required of all Bargaining Unit Employees who wish to maintain and establish union membership (hereinafter more simply referred to as “Employees”):

- A. All Employees who wish to maintain union membership, and are employed as of the effective date of this agreement, may maintain their membership in the Union without interference from the employer;
- B. Any current personnel joining the Bargaining Unit as of the execution of this Agreement, may acquire and maintain membership in the Union beginning on the thirty-first (31st) day following such execution;
- C. Each Employee hired in the thirty (30) days prior to execution of this Agreement or subsequent to the execution of this Agreement, may acquire and maintain membership in the Union, beginning on the thirty-first (31st) day following the date on which such employment started;
- D. All Union members must maintain their Union membership in good standing, at all times;
- E. All Union members must sign a pledge, authorizing the Union to collect union membership dues and check-off per capita tax as designated by the Union Secretary-Treasurer, of the members’ straight time

hourly rate for all hours worked, via a payroll deduction, and the Employer will facilitate such payroll deductions as prescribed within the signed authorization pledge or designation of the Union Secretary-Treasurer. The Local Union membership current check-off per capita tax will be two per cent (2%) of the members' straight time hourly wage rate for all hours worked. Dues and check-off per capita tax may be set and adjusted according to the Union By-Laws and Constitution and Rules of Order;

- F. The Union indemnifies and holds the Employer harmless against any and all liabilities that it may incur as a result of its acting in accordance with this Article 4.
- G. A member who is out on leave (i.e. medical, personal, disciplinary etc.) is responsible to maintain their dues to remain an active member in good standing as defined in the Union's Bylaws. This shall exclude a member serving under military assignment. The Company will notify the Union of any such leave.

ARTICLE 5

UNION REPRESENTATIVES

Section 5.1: Authority: All duly elected or appointed officers of the Union (hereinafter referred to as "Union Representatives"), are empowered, by virtue of their office, to represent the rights and interests of Employees under the terms and conditions of this Agreement, within the limits that may be imposed by the Union's President and/or its Rules of Order and By-laws.

Section 5.2: Responsibility: Along with the President of the Union, Union Representatives also bear the responsibility to promote Employee compliance with the terms and conditions of this Agreement and will apply as much diligence toward compliance as they expend energy and enthusiasm in exercising their authority.

Section 5.3: Conducting Union Business: In compliance with the National Labor Relations Laws and prevailing custom, Union Representatives are afforded a certain freedom of action to conduct Union business (whether exercising their authority or discharging their responsibility) during their scheduled working hours. However, such freedom is granted within reasonable limits and cannot be unilaterally or arbitrarily abused.

Absent an emergency or pressing need for immediate action, the requirements of normal operations and the production schedule take precedence over Union business. Union business should be deferred to breaks or to the end of a shift:

- A. Employees will not divert the attention of Union Representatives from their appointed duties unless otherwise directed by the Employer;
- B. Union Representatives will not allow their attention to be diverted from their work duties during the course of normal operations, during their scheduled working hours;
- C. Union Representatives will not participate in and will discourage the congregation of Employees in the Plant to discuss or conduct union business, nor will they abandon their posts, without the express request or prior authorization of their immediate supervisor;
- D. Such gatherings are only permitted during meal breaks, provided they do not delay Employees from returning to their posts.
- E. In the event of an election of Union representatives, any and all campaigning must be conducted in accord with Company policy.

Section 5.4: Limits of Representation: The authority of Union Representatives is limited to representing only the rights and/or interests of Bargaining Unit Employees as defined in this Agreement.

Section 5.5: Local Wide Union Representatives: Any member who holds the positions of President, Secretary/Treasurer, and or Business Agent shall be allowed to perform union business without obstruction or hindrance by the Employer

after receiving advanced notice no less than one week. Notices with less than one week will not be unreasonably denied.

ARTICLE 6

PROBATIONARY AND PROVISIONAL PERIODS

Section 6.1: Start-Up Probation: Anyone hired by the Employer for Bargaining Unit work, as recognized by this Agreement, is required to work under the provisions of this Agreement, but will, in each case, be considered a start-up probationary Employee for a period of ninety (90) calendar days on a time trial basis (hereinafter referred to as the “start-up probation”). During the start-up probation, said probationary Employee may be laid off, disciplined, discharged, or otherwise terminated without recourse to the grievance process established in this Agreement.

In the event that a probationary Employee is placed on a layoff, to promote training and proper evaluation, the probationary period will be extended to make up for time missed but not to exceed a total of ninety calendar days.

At the conclusion of the start-up probation, said Employee will be considered “permanent,” and will be placed on the seniority list(s), as defined in Article 7.

Section 6.2: Provisional Transfer: When any Employee is transferred by mutual agreement or at the request of the Employer to;

- A. a different Job Sequence, as hereinafter defined, or
- B. from the Rolling Mill to the Melt Shop or vice versa.

That Employee will be provisionally transferred for a period of—forty-five (45) calendar days on a time trial basis (hereinafter referred to as the “provisional transfer”). By mutual agreement between Employer and Employee, the provisional transfer may be ended sooner or extended, not to exceed an additional forty-five (45) calendar days.

During the provisional transfer, said Employee will retain whatever seniority existed prior to the transfer and reserves the right to return to his original position. The Employer, too, reserves the right to request such a return. However, at the conclusion of the provisional transfer, when the transfer automatically becomes permanent, said Employee will be placed on the applicable seniority list(s), as defined in Article 7.

If an occasion should arise that an Employee does not have a position to which they can return, the Employee will be transferred to the Utility Pool of the shop they are working until they are able to secure another bid. In the event that a provisional transfer Employee is placed on a layoff, to promote training and proper evaluation, the provisional transfer period will be extended to make up for time missed but not to exceed a total of forty-five (45) calendar days.

The same provisional transfer conditions will prevail in the event an Employee is transferred to a position outside the Bargaining Unit. Although functioning outside the scope of this Agreement during a provisional transfer, an Employee may return to his Bargaining Unit position and retain original seniority as defined in Article 7, when, prior to the conclusion of the provisional transfer, either the Employer or the Employee may request such a return, or Employer may request, or the Employee may request to extend the provisional period. When the provisional transfer is completed and the Employee is permanently assigned to the position outside the Bargaining Unit, the Employer will accordingly notify the Union.

ARTICLE 7

SENIORITY

Section 7.1: Plant Seniority: Plant Seniority is an Employee's length of continuous service as a permanent Employee at the Plant covered by this Agreement.

Upon completion of the start-up probation, an Employee's seniority is established by the Employee's start date of

employment (i.e. reverts back to the first day on the job) at the Plant.

A Maintenance Employee's seniority (Maintenance Seniority) is the same as his Plant Seniority.

Section 7.2: Rolling Mill Seniority: Rolling Mill Seniority is an Employee's length of continuous service as a permanent Employee at the Rolling Mill.

Upon completion of the start-up probation or provisional transfer in the Rolling Mill, an Employee's seniority is established by the Employee's start date of employment (i.e. reverts back to the first day on the job) at the Rolling Mill.

Section 7.3: Melt Shop Seniority: Melt Shop Seniority is an Employee's length of continuous service as a permanent Employee at the Melt Shop.

Upon completion of the start-up probation or provisional transfer in the Melt Shop, an Employee's seniority is established by the Employee's start date of employment (i.e. reverts back to the first day on the job) at the Melt Shop.

Section 7.4: Job Sequence Seniority: Job Sequence Seniority is an Employee's length of continuous service as a permanent Employee at that particular Job Sequence, as defined in Article 11.

Upon completion of the provisional transfer in the Job Sequence, an Employee's seniority is established by the Employee's start date of employment (i.e. reverts back to the first day on the job) in that particular Job Sequence.

Section 7.5: Seniority Not Affected: An Employee's rank in seniority list(s) is not affected when, at the Employer's request, an Employee is temporarily reassigned to a different position as contemplated by Section 12.4.

An Employee's Plant Seniority is not affected by a transfer to a different Job Sequence or from the Melt Shop to the Rolling Mill and vice-versa.

An Employee's Rolling Mill or Melt Shop Seniority is not affected by a transfer to a different Job Sequence within each facility.

Section 7.6: Waiver or Forfeiture of Seniority: Seniority will be deemed broken, waived or forfeited under any of the following circumstances:

- A. upon discharge of the Employee;
- B. upon resignation of the Employee;
- C. upon layoff, as occasioned by business necessity, which layoff lasts for more than two (2) calendar years;
- D. upon an Employee's failure to comply with recall procedures from a layoff which lasts less than two years, as defined in Section 8.3;
- E. upon the conclusion of a provisional transfer and resulting permanent assignment of an Employee to a position outside the Bargaining Unit.

Upon the conclusion of a provisional transfer and resulting permanent assignment of an Employee from one Job Sequence to another, the Employee's job sequence seniority in the original Job Sequence will be deemed broken, waived or forfeited (Plant, Rolling Mill or Melt Shop seniority not affected by such transfer).

Upon the conclusion of a provisional transfer and resulting permanent assignment of an Employee from the Rolling Mill to the Melt Shop, the Employee's Rolling Mill seniority will be deemed broken, waived or forfeited (Plant Seniority is not affected by such transfer).

Upon the conclusion of a provisional transfer and resulting permanent assignment of an Employee from the Melt Shop to the Rolling Mill, the Employee's Melt Shop seniority will be deemed broken, waived or forfeited (Plant Seniority is not affected by such transfer).

Section 7.7: Original Seniority Restored: An Employee's rank in Plant, Rolling Mill, Melt Shop or Job Sequence Seniority List(s) reverts to its original status under any of the following circumstances:

- A. when at either the Employee's or Employer's written request, prior to the end of a provisional transfer, the Employee is restored to his original position;
- B. when an Employee is temporarily reassigned to his original Job Sequence, or when he is returned to his regular Job Sequence;
- C. when, upon recall from a layoff which lasts less than two years, an Employee complies with the terms and conditions of recall, as defined in Section 8.3;
- D. when an Employee reports back to work following an approved leave of absence, as defined in Article 20.

Section 7.8: The Effect of Seniority: Seniority affords Employees the following:

- A. preference in upward mobility within the Plant, within the Rolling Mill or Melt Shop and within each Job Sequence, limited by the terms and conditions as defined in Article 11, Sections 11.7, 11.8, 11.9 and 11.10;
- B. within a Job Sequence, priority in assignment of scheduled overtime, when available overtime is limited, and the option to refuse scheduled overtime, as defined in Article 10, Section 10.2;
- C. within a Job Sequence, priority in accepting or rejecting unscheduled overtime, as defined in Section 10.3;
- D. within a Job Sequence, priority in vacation requests, limited only by terms and conditions as defined in Article 19, Section 19.8;
- E. priority in layoff and/or recall decisions, limited only by terms and conditions as defined in Article 8.

Section 7.9: Seniority List: The Employer agrees to furnish the Union with updated seniority list(s) as circumstances dictate, but -- at the very least -- on the beginning of each calendar quarter.

Each updated Plant Seniority list will contain each Employee's most recent address and telephone number known to the Employer and their Job Classification with their current rate of pay. Social Security numbers will be provided for all newly hired Employees.

The Union agrees to notify the Employer of any Employee's change of address and telephone number; as such changes become available to the Union.

Section 7.10: Break in Service: Upon a break in service, returning former employees that have regained employment with NLMK Indiana, within one (1) year of their termination date, shall retain their original seniority date as it applies only to vacation accrual. For all other contractual rights where seniority applies, the returning employee's seniority date will be their most recent hire date.

ARTICLE 8

LAYOFFS AND RECALLS

Section 8.1: Application of Seniority for Layoff Purposes: The Employer may reduce, alter or otherwise modify its work force because of lack of work, or other legitimate business considerations. When such work reductions occur, less senior Employees will be laid off first, provided, however, that the remaining Employees possess the qualifications necessary to perform the required work in a satisfactory manner, as defined in Sections 11.8 and 11.9. For positions that require a certification; In order for an Employee from outside of a sequence to bump an Employee who holds a bid, the senior Employee must hold a current certification prior to the layoff.

To promote safe and efficient operations, in the event that Melt Shop or Rolling Mill side is scheduled to operate during the layoff, and the other side is idled, the Employees who work in the side that is operating will not be affected even if they possess less seniority. The side on layoff shall not have the right to displace Employees of the side that is scheduled to operate. If the company feels the need to perform labor tasks, the opportunity will be offered based on plant seniority.

When practical and production or operational necessities allow, before a layoff is implemented, more senior

Employees will first be given the option to take a voluntary layoff (VLO).

Layoffs, to commence on the first day of any given workweek, will be posted on the Employee's bulletin board with at least twenty-four (24) hours prior notice, whenever possible.

Section 8.2: Exemptions From Layoff: Employees assigned to Specialty Positions, as listed in Article 11, Section 6, and Union Representatives are specifically exempt from layoff according to seniority, provided, however, that a Union representative who would otherwise be retained in active employment pursuant to this sentence will only be retained in active employment if one or more Employees whom such Union representative represents, in accordance with normal seniority principles, also remain actively employed.

In the event of a reduction in the work force or layoff, Specialty Positions shall be reviewed by management to determine if these positions should also be reduced. The people who were reduced from their Specialty Positions as a result of the reduction in the workforce force or layoff, shall return to their last incumbent job position and be eligible for layoff according to their seniority. The Specialty Positions most junior based upon his date of appointment will be reduced first. The person(s) returned to their normal jobs from this position will be subject to layoff in accordance with their plant seniority.

Section 8.3: Recall of Laid Off Employees: Should the circumstances that necessitated the layoff be abated within two (2) calendar years, as the Employer's operations return to normalcy, all laid off Employees will be recalled to work first, before new Employees are hired.

Laid off Employees, who comply with the terms of this Section, will be recalled according to seniority, i.e., the most senior Employees recalled first, provided that Employees recalled possess the qualifications necessary to perform the required work in a satisfactory manner, as defined in Sections 11.8 and 11.9.

Recalls shall occur within each Job Classification and will be based on Plant seniority subject to qualifications.

In the event of a recall, the Employer will issue, by certified mail/return receipt requested to the Employee's last known address, a notice to return to work. The Union will assist in the notification.

A recalled Employee must respond affirmatively, within twenty-four (24) hours after receipt of such recall notice, in order to exercise his recall rights provided for hereunder. Failure to timely comply with the terms of this Section 8.3 will be deemed forfeiture of all seniority rights under this Agreement.

It is the responsibility of Employees who have been laid off to keep the Employer and the Union informed, in writing, of their correct mailing address and telephone number.

Section 8.4: Guarantees Upon Recall: Any Employee who, upon recall, exercises his recall rights will be guaranteed a minimum of one workweek's pay at the prevailing SHWR ("Standard Hourly Wage Rate" as defined in Article 13) for which the Employee was qualified prior to layoff.

Upon exercising his recall rights, an Employee retains all seniority rights, including accumulation of seniority during the layoff.

Section 8.5: Supplemental Unemployment Benefit: An Employee who has attained two (2) years of continuous service before a layoff shall be eligible for a one (1) time yearly supplemental unemployment payment of \$300.00 for each year of the agreement in the event of a layoff. Payment will be made after receiving proper documentation from the Employee verifying unemployment waiting week eligibility.

Insurance coverage will continue for the first 90 days of the layoff and will not be interrupted should there be intermittent layoffs of less than one (1) month.

ARTICLE 9

HOURS OF WORK

Section 9.1: The Normal Workday: The normal workday (hereinafter referred to as a “workday”) is a twenty-four (24) hour period beginning at 11:00 p.m. the night before and ending at 11:00 p.m. that night (i.e. Monday’s workday starts at 11:00 p.m. on Sunday and ends at 11:00 p.m. on Monday.) The scheduled workday shall be a 24-hour period comprising of 8, 12, and in some circumstances 16 consecutive hours of work and eight hours of rest. All Contractual Benefits shall be paid as defined from 11p-11p (i.e.: Vacations, Personal Days, Holidays etc.) regardless of scheduled shift.

When there is a schedule that crosses the “day-divide”, those consecutive scheduled hours will be considered as one day of work. (i.e. an Employee scheduled to work Monday evening from 7p-7a is considered to have worked one workday at 12 hours for Tuesday.

Section 9.2: The Normal Workweek: The normal workweek (hereinafter referred to as a “workweek”) is a period of 7 consecutive calendar days, which consist of starting at 11:00 p.m. on Saturday and ending at 11:00 p.m. the following Saturday (i.e. Sunday is the first day of the workweek).

Section 9.3: Employer’s Guarantee: The Employer will guarantee a minimum forty (40) hours of pay for each Employee per workweek, as per the posted work schedule defined in Section 9.5. For purposes of this Section, hours paid for but not worked shall be counted in calculating the forty (40) hour pay guarantee; provided further that during a week in which a recognized holiday occurs, the Employer will count only hours actually worked on the holiday in calculating the forty (40) hour pay guarantee.

Eligibility: A. All Employees with at least one year of continuous service and who are active as of the effective date of this Agreement are eligible for the Employer Guarantee of forty (40) hours of pay. An Employee who does not have at least one year of continuous service

as of the effective date of this Agreement shall be eligible for the Employer Guarantee upon attaining one year of continuous service, unless he is on layoff at that time, in which case he shall become eligible when he returns to active employment;

- B. An Employee hired prior to the effective date of this Agreement with one year of service and who is inactive as of such effective date shall become eligible for this Employee Guarantee upon his return to active status.

When the union has a request for a potential schedule change, by department, that will benefit the company and the workforce, they shall have the right to present such changes through the Labor Management Committee. Any schedule change shall be made at the sole discretion of the employer.

Section 9.4: Standard Hourly Wage Rate: The first forty (40) hours worked or the first twelve (12) hours per day by an Employee during a workweek will be paid at the Standard Hourly Wage Rate (hereinafter referred to as "SHWR") as specifically provided for by the Job Classification wage rate schedule in Article 13. All hours worked by an Employee in excess of forty (40), during any workweek, or over twelve (12) hours per day will be paid at the applicable overtime rate as defined in Section 10.1.

Section 9.5: Work Schedules: By noon Thursday of each week, the Employer will post the work schedule for the following workweek. If schedules are not posted on time, on a habitual pattern, the labor management committee will meet to discuss a resolution.

The Employer reserves the right to post a schedule with shifts and starting times as required by the needs of the business. The employer will notify affected employee(s) of a crew or rotation change at least five (5) calendar days prior to the change taking place. Certain company needs/emergencies may arise, such needs will be discussed with the union prior to the change.

Employees not scheduled to work on the day that the work schedule is posted are solely and exclusively responsible for calling in, during normal office hours, to be informed by either the Rolling Mill or Melt Shop office of their schedule for the following week.

When the schedule is posted or revised after the regular posting day, the Employer will be responsible for notifying Employees who are affected by that schedule and may not have had the opportunity to see it because they were not scheduled to work on the day of the posting.

The Employer reserves the right to change the schedule with a twenty-four (24) hour advance notice to Employee(s) affected by such change, provided that the change is not made solely to avoid the payment of overtime.

In the event of emergencies or other unforeseen conditions, beyond the control of the Employer, (i.e., mechanical breakdown, electrical breakdown, interruption of power supply, etc.), the Employer may change the posted schedule without the required advance notice, canceling any scheduled un-worked overtime.

To facilitate training and operational needs, the Employer will be allowed the freedom to schedule Employees to any task for which they are qualified within a Job Sequence, as long as all Employees are afforded the opportunity to keep their skills current at the highest level of Job Classification for which they have qualified.

Section 9.6: Employer's Intent: Unless production, operational or other pressing business necessity dictates otherwise, the Employer shall schedule Employees for work on a regular pattern of five (5) consecutive workdays, followed by two (2) consecutive days off in any given period of seven consecutive calendar days, but not necessarily so within each workweek. The Employer's intent notwithstanding, it is understood that such a regular pattern of scheduling cannot always be sustained, especially, for instance, when production, operational or business necessity

demand the use of an eighteen (18) or twenty-one (21) turn schedule.

Section 9.7: Guarantee of Work and Payment: Any Employee who reports to work, as scheduled, which shall consist of a minimum of eight (8) hours scheduled, is entitled to the work scheduled for that particular workday and the wages due according to such scheduled work. If an Employee does not complete the shift due to illness, personal incidents, or discipline, he will not be entitled to the guarantee. An Employee may be scheduled for a minimum of four (4) hours and receive four (4) hours pay for the purposes of training.

When an Employee is requested to report for work on any given workday not previously scheduled, that Employee will be entitled to a minimum of four (4) hours guaranteed work and/or applicable wages.

Section 9.8: Employee Obligations: In view of such guarantees and in keeping with the concept of a “full day’s work for a full day’s wage,” Employees must report to work as scheduled, unless excused by the Employer.

Starting and returning to work times will be strictly honored by each Employee. No Employee will leave his work, unless properly relieved by the Employer of an oncoming shift or unless permitted to leave by the Employer.

An Employee’s failure to report to work as scheduled, failure to honor starting and returning to work times, or failure to wait for proper relief, will trigger the implementation of disciplinary measures in accordance with Article 28, Section 28.1, the Attendance & Tardiness Policy.

Section 9.9: Meal Breaks: Employees are entitled to a paid meal period of thirty (30) minutes, off their post, with the understanding that, according to traditionally and historically prevailing practice, scale house personnel, production line Employees, Oil Basement Attendants or other Employees assigned to monitoring various functions, Electric Arc Furnace and Caster Employees will take their meal break on the job.

The Employer reserves the right to schedule staggered meal periods.

Section 9.10: Miscellaneous Breaks: Each Employee will be entitled to one (1) fifteen-minute break per shift, according to traditionally and historically prevailing practice.

Any Employee working for more than ten (10) consecutive hours will be entitled to an additional fifteen (15) minute break after the first eight (8) consecutive hours worked, at a mutually agreed upon time, subject to production or operational needs.

Section 9.11 Straight Shift Schedules: When the necessity arises for straight shift work to be performed, when practical, the employer will ask the most qualified senior Employees if they are interested to work the shift. Should there be no takers, the employer may schedule the least senior Employee qualified to do the work.

Section 9.12: Sunday Premium: An Employee will be paid one and one-half (1 & ½) times his SHWR for all hours worked on Sunday which are not paid on an overtime basis.

- A. For purposes of this provision, Sunday shall be deemed to be the 24 hours beginning at 11:00pm Saturday.
- B. The Sunday Premium shall be paid for reporting allowance hours in accordance with Article 9, Section 9.7;
- C. The Sunday Premium shall not be added to the base standard hourly wage rate for the purpose of calculating bonus payments.

Section 9.13: Crisis Language: The Company and the Union recognize that there are life events, referred to as Crisis Events, that require actions that are not covered in this Agreement such as a global health pandemic. Should a Crisis Event occur, the Union and the Company agree to meet and to discuss the best actions to address the situation. If after discussions between the union and the company, an agreement has not been met, the company reserves the right to make decisions based on the current contract language.

ARTICLE 10

OVERTIME

Section 10.1: Overtime Rate: In view of certain guarantees offered by the Employer in this Agreement, Employees will earn, for all hours worked in excess of forty (40) hours per normal work week and for all hours in excess of twelve (12) hours in one shift at an overtime rate payable at 1½ times SHWR as defined by Job Classification wage rates in Article 13.

There will be no pyramiding of overtime, holiday and/or premium pay. For an example, it is understood that when Employees work on a Saturday, and that Saturday is a Holiday, those Employees shall only receive the higher of the two rates of pay, whereas, those Employees shall receive the Holiday rate of pay only.

Section 10.2: Scheduled Overtime: Business and operational needs will demand the advance scheduling of a certain amount of overtime work (hereinafter referred to as "scheduled overtime.") Employees in each Job Sequence will have an opportunity to volunteer for such overtime on a weekly basis, with the choice as to what day, days and/or shifts, the Employee chooses with respect to their individual seniority, and with the clear understanding that once scheduled; they are committed to working the overtime as scheduled to fill the vacancy, even if the Employee is qualified at a higher level of the job sequence.

Scheduled overtime will be assigned according to the following procedures:

- A. By noon of the day before the work schedule is due to be posted, Employees who wish to be scheduled for overtime the following workweek will sign up declaring their willingness to work any overtime that may be scheduled in their Job Sequence;
- B. The Employer will allocate all available overtime to signed-up Employees, within the Job Sequence, who are qualified to do the work required. To the extent possible, the allocation will be evenly, equally and

- fairly distributed. When practical, preference will be given to Job Sequence seniority;
- C. When, by the deadline for overtime sign-up, not enough Employees from a Job Sequence have signed up to adequately cover the overtime required in that Job Sequence, the Employer will assign it to Employees outside the Job Sequence, who are signed up for overtime and are qualified to do the work;
 - D. When there is still a shortage of manpower to adequately cover the overtime work needed, the Employer will assign the least senior, qualified Employees, in accordance with Plant Seniority, in the Job Sequence to fill the overtime required;
 - E. Once the work schedule is posted, an Employee does not have the option of not working overtime scheduled, but may, when circumstances dictate, find a qualified fellow Employee to replace him by seniority order of the Employees signed up on the overtime sign-up sheet first. In that event, the originally scheduled Employee will be held accountable, unless both Employees agreeing to the switch sign a written statement and submit it for approval to the Employer, prior to the scheduled overtime;

Within reason, the Employer will be allowed some flexibility in assigning scheduled overtime, in order to meet prevailing or changing business needs.

Should unforeseen circumstances require cancellation of scheduled overtime; the Employer will make a good faith effort to give affected Employee(s) prompt notice of the cancellation. When that happens, the Employee is only entitled to overtime pay for scheduled overtime hours worked, not overtime hours canceled.

The parties recognize that regularly requiring an Employee to work for more than twelve (12) consecutive hours per workday or work more than twenty (20) hours of overtime per workweek is undesirable. Likewise, regular overtime should not be used solely for the purpose of preventing the

recall of laid-off Employees. Where Employees regularly work for more than twelve (12) consecutive hours per workday or work more than twenty (20) hours overtime per workweek, and such work hours continue for more than three (3) consecutive workweeks, the Union may request a meeting to discuss the reasons for such overtime and suggest alternatives. Such meeting will be held no later than seven (7) days after a request is received from the Union. The Company will act in good faith in considering Union alternatives as well as the business and operational needs requiring such overtime. In the event the parties are unable to reach a mutually satisfactory resolution, the Union may file a grievance directly into Step Four of the grievance procedure alleging that the Company is not acting in good faith in utilizing such overtime beyond three (3) consecutive workweeks to meet business and operational needs.

To assure the safety of all Employees, the following is a clarification of allowable work hours at NLMK. This policy is intended to clarify Articles 9 and 10 of this Agreement. It is the goal of the ILA and NLMK to adhere to Article 10, Section 10.2, of this Agreement, which recognizes, that requiring Employees to work more than 12 consecutive hours per workday or more than 20 hours of overtime per work week is undesirable.

NLMK Indiana Employees are to work:

- No more than 16 consecutive hours of work;
- A minimum of 8 full hours off the job between shifts;
- No more than 6 Shifts out of a 7-day period on a 12-hour schedule. Employees must have a minimum of 32 hours off the job on 7th day;
- No more than 6 Shifts out of a 7-day period on a 12-hour schedule or a schedule comprised of a mix of 12 hour and 8-hour shifts in the same period. Employees must have a minimum of 32 hours off the job on 7th day;
- When an Employee is scheduled 8-hour shifts, Employees may work no more than 12 consecutive days. Employees must have a minimum of 32 hours off the job on the 13th day;

- No more than two work periods over 12 hours in the 6 days of work in a period; these two work periods may not be consecutive days;
- The Union and Supervision must be observant of each individual's fitness for work; the Employer commits that it will shut the Mill down before working people beyond their capabilities.

Section 10.3: Unscheduled Overtime: Sometimes, situations at the end of a shift, (i.e., machine failure, unusual loading, absenteeism, normal and safe shutdown procedures, roll changes or other production needs) require that, on an emergency or routine basis, unscheduled overtime be awarded to Employees on site.

Such unscheduled overtime will be first offered to the most senior Employees in accordance with Plant Seniority, qualified to do the work within the Job Sequence. Should there be no takers, the overtime may be offered to the most senior Employees who may be outside the particular Job Sequence but qualified to do the work. When nobody accepts the offer of such unscheduled overtime, then the least senior, qualified Employee(s), in accordance with Job Plant Seniority, within the Job Sequence, will be required to work the overtime, provided, however, that if the least senior Employee has already worked more than 20 hours of overtime in this weekly period, such Employee may decline the offer of further overtime. In such event, then the next least senior Employee having worked less than 20 hours overtime in the weekly period will be required to work the necessary overtime. In the event that the entire crew of the affected sequence(s) is needed to complete a task at the end of a shift, the entire crew of the affected sequence(s) will be required to work the necessary overtime, irrespective of the number of overtime hours worked in such weekly period.

When circumstances dictate, at least one (1) hour before the beginning of a shift, the Employer may call off-site Employees to report to work for unscheduled overtime, in the same order of priority defined in the previous paragraph.

When unscheduled overtime is required as a result of an Employee failing to report to work as scheduled, the Employer will make a good faith effort to reach the Employee scheduled to report to that position on the following shift, requesting him to report four (4) hours ahead of schedule, thus allowing the Employee who has already worked a full shift to cover only the first four (4) hours of the shift that needs to be covered. Exception: when the Employee on site was scheduled and/or worked only eight hours, he/she shall be given the choice to work a full eight additional hours of the next scheduled turn or choose to work only four additional hours. When there is no shift scheduled to report to work, or when the Employer --despite a good faith effort-- is unable to locate anyone who can provide earlier relief, the Employee on site will be so notified and will be required to cover the entire eight (8) hour shift.

Unless an Employee fails to work all SHWR hours for which he is scheduled during any given workweek, unscheduled overtime that he worked during that workweek will be paid at the overtime rate, even when subsequently, following unforeseen circumstances, the remaining work schedule for the balance of the workweek is canceled.

Should unforeseen circumstances require cancellation of scheduled overtime; the Employer will make a good faith effort to give affected Employee(s) prompt notice of the cancellation. When that happens, the Employee is only entitled to overtime pay for scheduled overtime hours worked, not overtime hours canceled.

ARTICLE 11

JOB CLASSIFICATION AND JOB SEQUENCE

Section 11.1: Definitions: Each Bargaining Unit position is defined by a Job Classification that may require a specific set of skills or body of knowledge and experience which collectively command an equivalent SHWR, as defined in Article 13. Functionally related Job Classifications are grouped into Job Sequences that provide upward mobility and a progression to higher wages for Employees.

Section 11.2: Rolling Mill:

- Utility Pool

Rolling Mill Job Sequences

- Banding
- Coil Shipping, Receiving /Slab Yard Sequence
- Coil Inspection Sequence
- Heating/Roughing Sequence
- Finishing Sequence

Section 11.3: Melt Shop:

- Utility Pool

Melt Shop Job Sequences

- Electric Arc/Ladle Furnace Sequence
- Hot Metal Crane Sequence
- Caster Sequence
- Ladle Sequence
- Laboratory Sequence
- Slab/Scarfer

Section 11.4: Maintenance Sequences:

- Stores Sequence
- Roll Shop Sequence
- Electrical Maintenance Sequence
- Mechanical Maintenance Sequence

Section 11.5: Utility Pool: A pool of Utility Workers will be established for the Rolling Mill and the Melt Shop. Newly hired Employees will be considered Probationary until they have completed the ninety (90) day probationary period. The Company reserves the right to designate a number of new Employees who will remain in a Utility Pool. These Employees will fulfill labor tasks and may train in all of the positions in banding, and the entry level of the various sequences. Employees will be solicited from the utility pool based on plant seniority. When there is a need Employees from the Utility Pool will fill in and receive the SHWR of the position as per this Agreement. Should a permanent vacancy become available, Employees in the Utility Pool may bid for the position as in accord with Article 12 of this Agreement. The fact that an Employee from the Utility Pool may have already received training for the position should not be

considered as giving the Employee an advantage in receiving the bid.

In the Rolling Mill, when there is a need to temporarily fill a position, Employees who currently work in Banding will be provided the first opportunity to fill the position. Utility Pool Employees will then fill in for the Banding Employees.

Section 11.6: Specialty Positions: Certain functions require specialized skills and/or experience. To expeditiously fill such needs, the Employer will have the right, with the consent of the Union, to create, within the bargaining unit, whether within or outside a specific Job Sequence, certain positions, hereinafter referred to as “specialty positions.” The Union’s consent to the creation of such positions will not be unreasonably withheld. As of the effective day of this Agreement, the following specialty positions are approved at the SHWR defined in Article 13:

- **Safety Director:** coordinates safety programs and maintains records of such;
- **Mobile Mechanic:** oversees maintenance and repair of mobile equipment;
- **Stevedore:** oversees and coordinates maritime work at the docks;
- **Roller:** functions as an auditor, trainer, and troubleshooter; supports supervision to achieve safety, quality and productivity targets; assigned as required by Management;
- **Planner:** plans maintenance and/or operations at the direction of a supervisor;
- **Temporary Supervisor:** A position for the continuous development of hourly personnel for possible advancement to salaried supervisory positions: In accordance with Federal Labor Law, any bargaining unit member assigned to the Temporary Supervisor Position shall not issue discipline to bargaining unit personnel. The Employee assigned to a Temporary Supervisor position shall not be called by either party in the grievance and arbitration procedures; nor testify as a witness regarding any event involving discipline of a fellow Employee. The assignment should not exceed six (6) months.

- **Shift Coordinator:** The Shift Coordinator serves as the coordinator of the crew and is a resource for the Employees on the specific shift. The Shift Coordinator ensures the safety of the crew, provides training, coordinates the work and may fill in when needed. In accordance with Federal Labor Law, any bargaining unit member assigned to the Shift Coordinator Position shall not issue discipline to bargaining unit personnel nor conduct themselves in any manner considered a supervisory duty under the NLRA. Shift Coordinators shall have the authority for correction or retraining of any Employee to improve their abilities in performing their jobs; however, any further action must be taken by management of NLMK Indiana.
- **Banding Coordinator:** The Banding Coordinator serves as the coordinator of the crews and is a resource for the employees. The Banding Coordinator ensures the safety of the Banding team, provides training, coordinates work, and may fill in when needed. In accordance with Federal Labor Law, any bargaining unit member assigned to the Banding Coordinator Position shall not issue discipline to bargaining unit personnel nor conduct themselves in any manner considered a supervisory duty under the NLRA.

Company agrees that when a Solicitation of Interest for this position is posted it will state: Preference in selection will be given to candidates who are qualified as a Coil Handling Operator.

Specialty positions are not awarded by Seniority and are exempt from the requirements for:

- A. layoff/recall procedures as defined in Article 8, and
- B. job posting and bidding procedures as required by Article 12.

To the extent that pressing and immediate needs may allow, it is the Employer's express intent to promote Employees from within the bargaining unit to such specialty positions by posting a "Solicitation of Interest Bid". Should circumstances

dictate, the Employer, having first exhausted all possibilities of promoting from within, may solicit and hire an applicant from outside the bargaining unit.

The Employer reserves the right to withdraw a specialty position designation from an Employee, at any time, provided that the Employee is not discharged purely as a result of that decision.

Section 11.7: Accountability/Performance Standards:

Employees are expected to comply with the standards of work ethic and performance, as defined in this Agreement and in the Policies and Procedures attached hereto. The Employer will continue to develop, update and distribute to all Employees specific areas of accountability (what is expected of an Employee), as well as performance standards (the standards by which an Employee's performance will be evaluated) for each Job Classification.

Section 11.8: Written and/or Practical Tests: The Employer will continue to develop and update, where applicable, written and/or practical tests to provide an objective evaluation of knowledge and/or skills acquired on specific Job Classifications.

Written tests will be based on manuals and procedures issued to Employees. The Employer reserves the right to limit the number of times a promotional test may be taken by an Employee to two (2) times within the forty-five (45) day period. The first test must be taken within the first thirty (30) days. If required, a second test must be taken before the end of the forty-five (45) day period. If the Employee fails to pass the test within the forty-five (45) day period he will not be established in that sequence and, he will be returned to his previous position. Under no circumstance will an Employee be allowed to remain at an entry level position for a period of more than six (6) months unless the testing and evaluation process for the Employee's next step is otherwise defined. Employees who are unable to be promoted beyond the entry level of their sequence shall be returned to their previous sequence or, if no vacancy exists, to the utility pool. The

company and the union will meet to discuss any unusual circumstances regarding the six (6) month time frame.

Section 11.9: Qualifications: Within each Job Sequence, the Employer will provide all Employees (in accordance with their Sequence Seniority), an equal opportunity to develop their skills, knowledge and experience in order to earn higher wages through a continuous training program throughout all Job Sequences.

Promotion to the next higher level of Job Classification is a right that each Employee must earn, not only by acquiring seniority or the requisite skills and knowledge, but also by demonstrating a commitment to certain standards of work ethic, productivity (in terms of both quantity and quality of work output), as well as adherence to the Policies and Procedures attached to this Agreement. Collectively, these requirements for promotion to a Job Classification with a higher SHWR, both within a Job Sequence or to a different Job Sequence, are hereinafter referred to as “qualifications.”

Section 11.10: Promotion To A Higher SHWR Job Classification: To provide Employees with opportunities for personal and financial growth, rather than inhibiting their progress by relying only on retirement or attrition and slow advancement through the seniority ladder, promotions to a higher SHWR Job Classification will be awarded on the basis of an Employee’s Seniority, progress, and qualifications.

To encourage safe work practices, to encourage maximum productivity (quantity as well as quality), and to reward peak performance, thereby developing a qualified, efficient, multi-skilled, dependable and conscientious workforce, promotions will not be awarded on the basis of seniority alone, but rather on the basis of an Employee’s overall progress and qualifications, as determined by the following criteria:

- A. past performance as demonstrated by work ethic:
 - work habits, skills and productivity;
 - initiative and responsibility;

- commitment;
 - adherence to company programs, policies and procedures;
- B. an updated medical exam (including eye examination and drug/alcohol test) for safety sensitive jobs including but not limited to, Ladle man, Crane man, mobile equipment operator, and a drug/alcohol test for all other Employees;
 - C. for all other positions, a drug/alcohol test will be administered for all other Employees not to exceed once every 6 months;
 - D. a written safety test;
 - E. a written aptitude test (when applicable for the Job Classification);
 - F. a practical test (when applicable for the Job Classification);
 - G. applicable Plant, Melt Shop, Rolling Mill or Job Sequence seniority, all other factors being equal.

Promotions to a higher SHWR Job Classification, within a Job Sequence, will not be subject to the job posting and bidding procedures, but promotions to a different Job Sequence will be subject to the job posting and bidding procedures defined in Article 12. A Bid shall be posted only for the entry level of all Job Sequences, except for the baghouse-water treatment position.

Section 11.11: Evaluation of Qualifications: The Employer will apply every possible effort to prevent the award of promotions on the basis of arbitrary personal preferences.

The decision to award a promotion to a higher SHWR Job Classification, within a sequence, or the award of a bid to a different Job Sequence, will rest with the appropriate manager or department head, relying on the following:

- A. objective criteria, as above defined in Sections 11.7, 11.8, 11.9, 11.10 and Article 7;
- B. input and recommendations from the immediate supervisor(s) or other managers directly responsible for an Employee's productivity, performance, and work ethic, and;

- C. when appropriate, the input and recommendations from those Employees involved in the training of the individual being evaluated for promotion (i.e., FM Operators will contribute only to the evaluation of an Employee who learned to operate the FM under their tutelage).

Section 11.12: Option To Appeal: When an Employee believes that he is being overlooked or by-passed, while deserving a promotion to a higher SHWR or the award of a bid, he will be entitled to a fair opportunity for a review of the process, without recourse to the grievance and arbitration procedures defined in this Agreement.

As a first course of action, he may approach, sequentially, until given satisfactory answers, his immediate supervisor, and department head, Rolling Mill or Melt Shop Manager. Should such an approach fail to provide reasonable explanations and a definition of clear expectations for future consideration, the Employee may appeal for a formal review.

The formal review will be conducted jointly by the current Senior Executive in charge of personnel matters or his successor and the current President of the Union or his successor. The purpose of the review is not to examine and re-evaluate the documentation on the basis of which a promotion was or was not awarded. Its purpose is only to ascertain that the evaluation procedures, as defined in Section 11.11, were correctly and fairly applied. The review panel cannot overturn the initial decision. However, the Senior Executive in charge of personnel matters may overturn the decision if procedures, as defined in Section 11.11, were not properly followed.

Section 11.13: Waiver of Advancement: The Employer and the Union realize that an Employee may recognize limitations in his capabilities and level of expertise. As a result, such an Employee should be given the right to waive promotion beyond a certain Job Classification within their sequence, by signing a waiver of promotion. Such waiver shall be automatically renewable annually, unless rescinded in writing, on the 1st of each calendar year. The waiver is

automatically rescinded when an Employee signs a bid to another Job Sequence as contemplated by Article 12 or notifies the Employer in writing of their request to be trained to a higher Job Classification within their sequence.

To continue affording advancement opportunities for other Employees in a Job Sequence and facilitate their training so that they can learn additional skills and earn a higher SHWR, the Employer may temporarily reassign an Employee who has waived promotion. Employees shall not be allowed to waive at an entry level of any Job Sequence. The Employer reserves the right to limit waivers of advancement to two (2) Employees (in accordance with their Plant Seniority) within a sequence.

ARTICLE 12

JOB POSTING AND BIDS

Section 12.1: Permanent Vacancies Within A Job Sequence:

When, in the judgment of the Employer, a permanent vacancy occurs within a Job Sequence, other than at the Job Classification which is the entry level to that sequence, such a permanent vacancy will not be available for bid. Such vacancies will be filled, as defined in Sections 11.8, 11.9, 11.10, 11.11, and Article 7 through the upward mobility of Employees within each Job Sequence.

From time to time, pressing operational and production needs may require a permanent vacancy, which is not at the entry level of a Job Sequence, to be immediately filled by someone already skilled at that Job Classification. In that instance, having first --in good faith-- exhausted all possibilities to promote from within at any level of Job Classification, then and only then, the Employer may turn to sources outside the bargaining unit.

Section 12.2: Job Sequence Entry-Level Vacancies: When, in the judgment of the Employer, a permanent vacancy occurs at the entry level of a Job Sequence, the Employer will post the permanent vacancy, inviting bids by any Employee.

Upon evaluation of all bidders, the Employer will award the promotion to the most senior candidate with the best qualifications, according to the criteria and evaluation process defined in Sections 11.7, In addition, for the positions of Junior Laboratory Technician, Mechanic, Electrician and Roll Shop personnel, written and or practical tests may be required and applied. In the unlikely event that a permanent vacancy at the entry level of any Job Sequence cannot be filled through the bidding process, the Employer may turn to sources outside the bargaining unit.

Bid applicants not awarded a bid are entitled to appeal only as contemplated by Section 11.12.

When multiple bids are awarded in the same sequence the Employees' Sequence Seniority shall be established according to the Individual's Plant Seniority.

Section 12.3: Posting And Bidding Procedures: When the Employer determines that, in accordance with prevailing production or operational needs, there exists a permanent vacancy subject to bidding procedures, then, within seven (7) calendar days thereof, a bid will be posted for at least ten (10) calendar days.

The posting will define the Job Sequence involved, the Job Classification, the fixed shift of the job, a brief description of duties and responsibilities, anticipated or intended scheduling and the applicable SHWR.

The posting will also define requirements and conditions of the bid.

In order to be considered on a bid to fill a permanent vacancy, eligible Employees on vacation, military, jury duty or FMLA leave, must notify the Employer, in writing, before leaving, to submit their name by proxy to a possible bid that may be posted during their absence.

By posted notice, the Employer will announce the results of a posted bid no later than fourteen (14) calendar days following the end of the of the bid posting.

When an Employee is awarded a bid and is not physically placed in the awarded job that Employee will continue to work in their current sequence and considered on “waiting time” and shall be assigned to the entry level jobs of the sequence. All other Employees who are currently considered “sequence Employees” shall continue to be afforded opportunities for training and up-ward mobility within their sequence in accordance to their seniority within the sequence. No later than on the 91st day after receiving the awarded job, the Employee on waiting time shall be physically placed in their awarded job.

If after 90 days the bid is not permanently filled due to it being rescinded, the bid will be closed.

If the employer has placed two (2) bids to fill a vacancy within the bargaining unit, and is unable to fill the bid, the company agrees to meet with the with the union on a case-by-case basis within 30 days after the termination of the second bid to assess if employees who signed the last bid are still interested in taking the bid. If no employees who signed the expired bid are interested, the employer may solicit and hire an applicant from outside the bargaining unit.

Section 12.4: Temporary Assignments: To accommodate production and scheduling needs, or pending the completion of a job posting and bidding process, the Employer will have the right to temporarily reassign any probationary or non-probationary Employee to any job or jobs within the bargaining unit for which that Employee is qualified.

To accommodate an Employee’s return to work after a prolonged absence, as prescribed by federal, state or local laws and regulations, the Employer may resort to a temporary, rather than permanent assignment of another Employee to fill the vacancy.

It is not the intent of the Employer to use such temporary assignments to deprive qualified Employees in a particular Job Classification the opportunity for work, wages or possible overtime. Employees on temporary assignment shall not

advance nor train in any position over the position of the sequence they are temporally assigned to fill.

When in the judgement of the employer, there is a need to temporarily assign Employees for the purpose of training, Employees who hold a bid in the Hot Strip Mill banding sequence may be temporarily assigned to train at the entry level.

Section 12.5 Limitation on Bids: An Employee is entitled to no more than one downward or lateral bid in any given twelve (12) month period, beginning the day in which the bid was awarded. An Employee is entitled to no more than three (3) upward Bids in any given twelve (12) month period beginning the day in which the bid was awarded.

Once a Utility Pool Employee is awarded a bid in a job sequence, the Employee may rescind one bid, but then does not have the option to rescind back to the Utility Pool and must remain in their awarded bid position.

In the event that, during a provisional transfer, an Employee returns or is returned by the Employer to his previous position twice within any given twelve (12) month period, he/she will not be eligible to bid again on any opening for a period of twelve (12) months thereafter. Employees, who are placed on disciplinary probation or have incurred a three (3) day disciplinary suspension within the time period defined by policy, will not be eligible to bid. Once the disciplinary period expires the affected Employee may bid on any available bid.

Section 12.6: Senior Stores Attendants: Senior Stores Attendants shall have the right to bid out of the Storeroom Sequence. Junior Attendants are not eligible to bid out of stores sequence, for a period of twelve (12) months from the time the Employees provisional transfer into the sequence has ended, but when a Junior Stores Attendant qualifies, they will be moved up to Senior Attendants, and shall be eligible to bid out of Stores after one year of employment in the Stores. A permanent vacancy in the entry level of the Stores Sequence will be made available for bid by eligible Employees.

Section 12.7: Senior Laboratory Technician: Senior Laboratory Technicians shall have the right to bid out of the Laboratory Sequence. Junior Laboratory Technicians are not eligible to bid out of the Laboratory sequence, for a period of one calendar year, twelve (12) months from the time the Employees provisional transfer into the sequence has ended, but when a Junior Technician qualifies, they will be moved up to Senior Technician, and shall be eligible to bid out after one year of employment in the Laboratory. A permanent vacancy in the entry level of the Laboratory Sequence will be made available for bid by eligible Employees.

ARTICLE 13

STANDARD HOURLY WAGE RATES (SHWR)

JOB CLASSIFICATION	10/06/23	10/06/24	10/06/25	10/06/26
Increases	6%	4%	4%	5%
Utility Pool Rolling Mill	\$25.52	\$26.55	\$27.61	\$28.99

BANDING SEQUENCE

Bander/ Crane Op	\$25.64	\$26.67	\$27.73	\$29.12
B/CO/Driver	\$25.76	\$26.79	\$27.86	\$29.25
B/CO/CD/Marker	\$25.99	\$27.03	\$28.11	\$29.52
Inspection Station Op	\$26.21	\$27.26	\$28.35	\$29.77
Coil Handling Op	\$26.33	\$27.38	\$28.48	\$29.90

COIL SHIPPING/RECEIVING & SLAB YARD SEQUENCE

Coil Driver	\$26.10	\$27.14	\$28.23	\$29.64
CD/Checker	\$26.10	\$27.14	\$28.23	\$29.64
CD/Checker/				
Scale House Op	\$26.67	\$27.74	\$28.85	\$30.29
Semi Driver	\$26.79	\$27.86	\$28.97	\$30.42
Slab Driver or				
Rail Car Loader	\$27.02	\$28.10	\$29.22	\$30.69
Rail Car Loader &				
Slab Driver Combined	\$27.36	\$28.45	\$29.59	\$31.07

JOB CLASSIFICATION	10/06/23	10/06/24	10/06/25	10/06/26
Increases	6%	4%	4%	5%

COIL INSPECTOR SEQUENCE

Coil Inspector	\$29.76	\$30.96	\$32.19	\$33.80
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HEATING/ROUGHING SEQUENCE

Furnace Stocker	\$26.79	\$27.86	\$28.97	\$30.42
Heater or RM Op	\$30.05	\$31.25	\$32.50	\$34.13
Heater & RM Op				
Combined	\$30.86	\$32.09	\$33.37	\$35.04

FINISHING SEQUENCE

Coil Box Operator	\$27.71	\$28.82	\$29.97	\$31.47
Coiler Operator	\$28.74	\$29.89	\$31.08	\$32.64
Asst. FM Op	\$29.43	\$30.60	\$31.83	\$33.42
FM Operator	\$30.86	\$32.09	\$33.37	\$35.04

Utility Pool Melt Shop	\$25.52	\$26.55	\$27.61	\$28.99
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ELECTRIC ARC/LADLE FURNACE SEQUENCE

EAU Utility	\$26.45	\$27.50	\$28.61	\$30.04
Stocker	\$26.79	\$27.86	\$28.97	\$30.42
2nd Furnace Helper	\$28.85	\$30.01	\$31.21	\$32.77
EAU or LF Operator	\$31.14	\$32.39	\$33.68	\$35.37
EAU& LF Combined	\$31.72	\$32.98	\$34.30	\$36.02

HOT METAL CRANE SEQUENCE

Slab Yard Crane Op	\$26.45	\$27.50	\$28.61	\$30.04
(North) Crane Op	\$28.74	\$29.89	\$31.08	\$32.64
Hot Metal Crane Op	\$30.86	\$32.09	\$33.37	\$35.04

CASTER SEQUENCE

Caster Utility	\$26.45	\$27.50	\$28.61	\$30.04
Slab Handler	\$27.36	\$28.45	\$29.59	\$31.07
2nd Operator	\$29.43	\$30.60	\$31.83	\$33.42
Pourer	\$30.22	\$31.43	\$32.69	\$34.32
Caster Operator	\$30.86	\$32.09	\$33.37	\$35.04

LADLE SEQUENCE

Ladle Helper	\$26.79	\$27.86	\$28.97	\$30.42
Ladle Man	\$30.86	\$32.09	\$33.37	\$35.04

SLAB SCARFER SEQUENCE

Utility/Crane Operator	\$26.90	\$27.98	\$29.10	\$30.55
Crane Op/Slab Scarfer	\$29.19	\$30.36	\$31.57	\$33.15
Crane Op/ Slab Scarfer				
/Slab Inspector	\$30.69	\$31.91	\$33.19	\$34.85

JOB CLASSIFICATION	10/06/23	10/06/24	10/06/25	10/06/26
Increases	6%	4%	4%	5%

MELT SHOP LABORATORY SEQUENCE

Junior Lab Technician	\$29.31	\$30.48	\$31.70	\$33.29
Senior Lab Technician	\$30.45	\$31.67	\$32.94	\$34.59

MAINTENANCE SEQUENCES

STORE ROOM SEQUENCE

Junior Attendant	\$25.71	\$26.73	\$27.80	\$29.19
Senior Attendant	\$29.83	\$31.02	\$32.26	\$33.88

ELECTRICAL MAINTENANCE SEQUENCE

Electrician III	\$27.54	\$28.64	\$29.79	\$31.28
Electrician II	\$28.85	\$30.01	\$31.21	\$32.77
Electrician I	\$30.22	\$31.43	\$32.69	\$34.32
Journeyman Electrician	\$33.43	\$34.77	\$36.16	\$37.97

MECHANICAL MAINTENANCE SEQUENCE

Lubricator or				
Mechanic III (Entry	\$27.54	\$28.64	\$29.79	\$31.28
OBA, Mechanic II	\$30.00	\$31.20	\$32.45	\$34.07
Mechanic I	\$30.22	\$31.43	\$32.69	\$34.32
Mechanic Journeyman	\$33.43	\$34.77	\$36.16	\$37.97
B-House/Water Treat				
Attendent	\$33.43	\$34.77	\$36.16	\$37.97

ROLL SHOP SEQUENCE

Roll Transfer Level III	\$26.45	\$27.50	\$28.61	\$30.04
Assistant Roll Builder				
Level II	\$28.11	\$29.24	\$30.41	\$31.93
Roll Builder or Roll				
Grinder Level I	\$30.05	\$31.25	\$32.50	\$34.13
R Builder & R Grinder				
Combined	\$31.48	\$32.74	\$34.05	\$35.75

SPECIALTY POSITIONS

Slab Yard Planner	\$28.74	\$29.89	\$31.08	\$32.64
Safety Director	\$30.74	\$31.97	\$33.25	\$34.91
Mobile Mechanic	\$32.05	\$33.34	\$34.67	\$36.40
Stevedore	\$32.34	\$33.63	\$34.98	\$36.73
Roll Shop Planner	\$35.44	\$36.85	\$38.33	\$40.24
Roller	\$35.37	\$36.79	\$38.26	\$40.17
Mechanical or				
Electrical Planner	\$37.15	\$38.64	\$40.18	\$42.19
Production Planner	\$35.44	\$36.85	\$38.33	\$40.24
Shift Coordinator	\$35.37	\$36.79	\$38.26	\$40.17
Temporary Supervisor	\$37.15	\$38.64	\$40.18	\$42.19
Banding Coordinator	\$28.74	\$29.89	\$31.08	\$32.64

Unless otherwise specified, all Wage and Benefit increases will become effective the date the Agreement is signed and becomes effective.

All payroll checks, incentive checks or any and all bonus checks will be made exclusively through Direct Deposit. Employees may receive payroll information by accessing their account electronically.

Rate Protection: Rates of pay practices which, were agreed to by the Company and Union Bargaining Representatives, that are inconsistent with the Standard Hourly Wage Rate (SHWR) set forth above will be identified with the Employee on the job occupied and shall apply only to such Employee while on such job.

Note: In the Mechanical Sequence, the position of Bag-house and Water Treatment Attendant is listed. Experience has indicated that the position of Bag-house/Water Treatment requires the skills of a Journeyman Mechanic to assure the operations of these two important facilities. Therefore, it is to be understood that the position of Bag-house/Water Treatment is to be filled only by an Employee who is a qualified Journeyman Mechanic. The position will be filled by bid as in accord with the bid procedures of the Agreement. The bid will be awarded to the qualified Journeyman Mechanic who signs the bid with the most seniority. Should no Journeyman Mechanic sign the bid, a Journeyman will be assigned at the discretion of the Company. Let it also be understood that when the attendant is not needed in the Bag-house and or Water Treatment they may be assigned to other maintenance duties. The Journeyman Mechanic will be afforded the right to all mechanical overtime by sequence as in accord with the Agreement.

Maintenance Assistance Policy: NLMK Indiana Corp has recognized the need for personnel to assist Maintenance Personnel. It is well known that recruiting and retaining Maintenance Personnel is an issue that NLMK Indiana Corp has been struggling with for a long time. This proposal suggests that we utilize NLMK Indiana Corp personnel to

support NLMK Indiana Corp Maintenance personnel in lieu of using the services of contract labor. It is proposed that NLMK Indiana Corp operating personnel will supplement Millwrights and Electricians with repairs according to the following terms:

- A. When the need for additional Maintenance support during scheduled down time is identified by Management, they may assign personnel to work the repair turns for the following week. By noon of the day before the work schedule is due to be posted, personnel, who wish to be scheduled extra turns, working the repair turns in their respective mill will sign up declaring their willingness to work. Once scheduled, personnel are committed to working the repair turns as scheduled;
- B. The Employer will allocate the hours needed to assist repair turns to signed-up Employees. To the extent possible, the allocation will be evenly, equally and fairly distributed. When practical, preference will be given to seniority. Should a conflict occur between an Employee's regular sequence work schedule and their desire to work the repair turns, the Employees regular sequence work schedule will always take precedence;
- C. Employees who work the Hot Strip Mill or Melt Shop repairs turns will be paid at their current Standard Hourly Wage Rate (SHWR). Any applicable overtime earned will be paid as in accord with this Agreement;
- D. Employees who work the repair turns will be directed by the maintenance supervisors;
- E. Employees will not be used to replace Maintenance Personnel but to supplement them. They will be expected to perform tasks that are safely within their abilities to perform. Training classes will be developed and utilized to ensure the safety of the Employees and to ensure that they perform an assigned task with excellence. These tasks will include but are not limited to:
 - 1. Simple Rigging;
 - 2. Assisting Maintenance Personnel in changing parts;

3. Assisting Electricians in Blow, wipe and check activities;
4. Safety Person;
5. Staging parts and materials;
6. Using hand tools including burning torches as directed by Maintenance Supervision and by Maintenance Personnel;
7. Performing simple documented inspections;
8. Lubrication.

DEVELOPMENTAL WAGE: To develop and train new Employees, a Developmental Wage process for newly hired Employees will be implemented. The process will only apply to Employees hired after this Agreement becomes effective. The Developmental Wage process does not affect the incumbent workforce or their wages.

Newly hired Production Employees will receive 85% of the Standard Hourly Wage Rate (SHWR) of the position they hold. As the Employee trains and develops their skills set, their SHWR will increase on a yearly basis throughout the life of the Agreement. After the completion of two full years of service, Employees will receive the full contractual hourly wage rate. The progression of the developmental increases for production Employees is as follows:

Year 1	85%
Year 2	95%
Year 3	100%

ARTICLE 14

HOURLY INCENTIVE PLAN

The incentive plan and benefits shall be outlined in the Incentive Plan document.

The Union may request to meet with Management to discuss appropriate adjustments for the month. The option to put incentive payments into 401(k) accounts shall no longer be available. The Employer reserves the right to modify the

incentive plan in accord with the plan document with union participation.

ARTICLE 15

MISCELLANEOUS OTHER COMPENSATION

Section 15.1: Start-Up Probationary/New Employee Wages: Start-up probationary Employees/New Employee will be paid the prevailing entry level SHWR, as defined in Article 13.

Nothing in this Agreement prevents the Employer from paying a new Employee a wage higher than the prevailing entry level SHWR, provided that it does not exceed the set SHWR of the Job Classification or the Job Sequence involved.

Section 15.2: SHWR For Entry Level to A Job Sequence: Any successful bidder to the entry level position of a Job Sequence will be paid the SHWR for that Job Classification effective the day he/she is awarded their new position.

Section 15.3: SHWR For Job Classifications Above Entry Level: Employees being trained or apprenticing on a specific Job Classification above the entry level position of any Job Sequence will be paid the SHWR of that Job Classification only when they have completed the training requirements and is fully qualified in that Job Classification as per the criteria and procedures defined in Sections 11.7, 11.8, 11.9, 11.10, 11.11, and Article 7.

Section 15.4: Temporary Assignment Wages: Employees temporarily assigned to a Job Classification will be paid at the highest SHWR for which they are qualified, even when the Job Classification to which they are assigned commands a lower SHWR. When an Employee is assigned to perform a Job Classification for which they are not considered qualified because a qualified Employee scheduled to perform such job is absent, then such Employee shall receive the SHWR for all hours on the job they are performing for the remainder of the day.

Section 15.5: Certified Instructors: The Employer may utilize some specially trained Employees (Instructors) to certify other Employees on proper safety procedures, as prescribed within the Safety Manual, for compliance with OSHA and/or other government standards of certification for specific job assignments. Instructors will be paid an additional one (\$1.00) dollar per hour above their prevailing SHWR for the time they spend certifying other Employees.

Employees who while discharging their responsibilities during the normal course of business, are expected to be training others in a specific Job Classification, are not entitled to this instructor' premium.

Section 15.6: Wages Due Upon Injury: An Employee requiring immediate medical attention at an off-site medical facility, as a result of an injury sustained while at work, will be paid for the total number of hours of work for which he was scheduled that workday, even when --following doctor's orders-- he is unable to return to work and complete the shift and/or his scheduled work.

Section 15.7: Wages Due for Unscheduled Work: When an Employee is called in to work on any given shift for which he had not been previously scheduled, he will be guaranteed a minimum four (4) hours of work and applicable pay.

ARTICLE 16

TRUST FUNDS/FRINGE BENEFITS

Section 16.1: Health Insurance: The Employer will provide Employees with health insurance, prescription drug benefits, and a dental plan to eligible Employees and their dependents.

All health insurance and prescription drugs will be covered under the MILA- International Longshoremen's Association Health Care Plan. All benefits, and requirements for eligibility will be in accord with the Plan. In the event that MILA is not available, the Union and Company will meet to discuss the best options for coverage.

- A. Employee premiums per pay period will be as follows:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
Company:	85%	85%	85%	85%
Employee:	15%	15%	15%	15%

- B. 15% in premium cost instituted by the Plan will be the responsibility of the Employee.
- C. Employees that opt out and choose not to take part in NLMK's Health Insurance Plan will receive \$2,000 paid as a bi-weekly contribution over 26 pay periods and will be subject to all required taxes.
- D. The current dental plan will be maintained under the proposed Agreement. The maximum annual benefit will be \$2,000. Orthodontic benefits will be paid at 50% of the usual and customary allowance up to \$2,500 with a lifetime maximum of \$2,500 for all Employees and dependents age 19 and younger.
- E. Probationary Employees will not be eligible to participate in the health or dental program until completion of the startup probation
- F. Please note that all Insurance benefits will end the day an Employee terminates employment with the Company, with the exception to the medical coverage plan, which ends the last day of the month in which employment is terminated.
- G. Employee premiums will be deducted through payroll.
- H. When an Employee is on an approved leave, they will have the option to maintain their medical insurance benefits provided that the Employee pays the normal Employee contribution. Employees who fail to pay the Employee portion of the insurance premium within 90 days will have their coverage suspended as per the current medical plan document.
- I. Employees will be responsible for providing all necessary documentation required for enrollment into the Health Insurance Plan.

- J. Eligibility for all benefit plans is subject to the terms and conditions as outlined in the Summary Plan Descriptions and in accord with government regulation and may be subject to change.

Section 16.2: Vision Insurance: The Employer will provide all Employees vision insurance through Vision Benefits of America (VBA). Vision exams, lenses, and frames will be covered once every 24 months for adults and every 12 months for children up to the age of 19. Contact lenses will be covered up to the usual and customary allowance. Coverage will be paid at 100% with \$20 co-pay with a VBA member doctor.

Section 16.3: Retirement Plan: The Employer will continue to contribute, on behalf of Employees, to the NLMK INDIANA CORP.-ILA 401(k) plan per hour worked for each Employee.

<u>10/6/2023</u>	<u>10/6/2024</u>	<u>10/6/2025</u>	<u>10/6/2026</u>
\$3.05	\$3.15	\$3.25	\$3.35

Employees have the option of self-contributing to their NLMK INDIANA CORP. ILA 401(k) as in accord with the Plan Document via payroll deduction.

Section 16.4: Life Insurance: The Employer will continue to provide--at no cost to an Employee-- a Seventy-five thousand (\$75,000.00) dollar Life and Accidental Death and Dismemberment Insurance Policy for each Employee covered by the Health Insurance Program.

An Employee may elect, when such election is available, to increase the amount of the benefit by enrolling in the Voluntary Supplemental Life Insurance Plan and will be responsible to pay the premium cost of such an increase via payroll deduction. As in accord with IRS rules, life insurance benefits over \$50,000.00 are considered taxable as imputed income as per the IRS schedule.

Section 16. 5: Short Term Disability Insurance: At no cost to Employees, the Employer will continue to make available for Employees a short term disability insurance policy which will consist of 66.67% of weekly base pay not to exceed \$500.00 per week weekly disability payment for a period of twenty-six (26) weeks per twelve month calendar year period.

Section 16.6 Termination of Benefits: When an employee terminates employment, Insurance benefits end as in accord with Summary Plan Document (SPD), which is the Employee's last day actually worked. The exception is Health Insurance coverage under the MILA Plan, which ends at the end of the month in which the Employee terminates. For purposes of clarity, the "last day worked" shall be defined as the actual last day that an Employee is present and completes his/her scheduled work turn. In the case when an employee cannot work their last scheduled work turn due to a documented emergency, the employer agrees to discuss a practical solution with the Employee.

ARTICLE 17

REIMBURSABLE EXPENSES

Section 17.1: Safety Shoes: Each active permanent Employee will be eligible each calendar year for one (1) new pair of approved protective footwear. Each probationary Employee will be required to sign a waiver stating they are aware that if they do not complete their probationary period, 100% of the cost of the new pair of protective footwear will be deducted from their final paycheck. In order to qualify for a new pair of protective footwear, the following applies;

- A. The Employee is required to obtain a boot voucher from the Safety Department.
- B. The protective footwear must meet and satisfy the standards set forth by NLMK INDIANA's Safety Department for each person's protective safety equipment.

If, in the determination of the NLMK INDIANA's Safety Department and the supervising operating department, a determination is made that an eligible Employee's protective

footwear has prematurely worn due substantially to exposure to abnormal adverse working conditions in the operations, such Employee may be eligible for another new pair of approved protective footwear during the calendar year.

Section 17.2: Prescription Safety Glasses: Each active permanent Employee will be eligible each calendar year for one (1) new pair of approved prescription safety glasses. Each probationary Employee will be required to sign a waiver stating they are aware that if they do not complete their probationary period, 100% of the cost of the new pair of prescription safety glasses will be deducted from their final paycheck. In order to qualify for prescription safety glasses, the following applies:

- A. The Employee is required to utilize the kiosk in Stores to purchase their safety glasses.
- B. The prescription safety glasses must meet and satisfy the standards set forth by the NLMK INDIANA Safety Department for such personal protective safety equipment.

ARTICLE 18

HOLIDAY BENEFITS

Section 18.1: Recognized Holidays: The Employer recognizes the following ten (10) days as Holidays, to be observed as per local and/or national custom:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Floating Holiday

There will be one floating holiday in each of the years of this Agreement. The Union and Company shall agree on which day the floating holiday shall be observed by not later than November 1st of the preceding year. If the Labor Management Committee cannot agree on the day for

observance of the floating holiday, then Management shall designate the day.

Notwithstanding the foregoing, the parties agree to designate Veterans Day as the default floating holiday. A holiday is defined as lasting from 11:00 p.m. the night before until 11:00 p.m. that night, consistent with the definition of the workday.

Section 18.2: Holiday Pay When Not Worked: Any eligible Employees not scheduled to work on a Holiday will be paid for eight (8) hours @ SHWR, which is included in the Employer's guarantee of 40 hours pay per workweek.

To be eligible for such holiday pay, an Employee must have completed not less than thirty (30) days of employment and must have worked both on the last scheduled day before the Holiday and the first scheduled day after the Holiday.

Section 18.3: Premium for Hours worked On a Holiday:

Eligible Employees scheduled to work on a holiday will be:

- A. When unscheduled and called out to work on the holiday, the Employee will be guaranteed a minimum of eight (8) hours of work.
- B. Paid two and one-half (2 ½) times SHWR for all hours worked during the holiday;
- C. When an Employee works on a holiday set forth in Article 18 of this Agreement, irrespective of the total amount of compensation the Employee receives for working on the holiday, only hours worked, calculated using the applicable straight time SHWR, shall be credited against the minimum pay guarantee set forth in Section 9.3 of this Agreement;
- D. When a fire watch crew is needed to work a holiday, they will be taken from the plant wide maintenance sequence;
- E. The senior Employee on that regularly scheduled turn who is qualified to fulfill the position will be scheduled to work the holiday. Should he or she decline to work on the holiday the next qualified Employee in seniority on the turn shall be scheduled. If no Employee agrees to work the holiday, the least

senior qualified Employee on the turn will be scheduled and held responsible for filling the turn. The least senior Employee may find a replacement with the approval of management;

Any Employee who fails to report to work on a Holiday, when scheduled to work on that Holiday, forfeits all rights to holiday pay.

Section 18.4: Holiday During A Vacation Period: An Employee who, on any given Holiday, is on a scheduled vacation will be paid, in addition to regularly scheduled vacation pay due, an extra eight (8) hours of holiday pay, provided that he has worked both on the last scheduled day before and the first scheduled day after the vacation.

ARTICLE 19

PAID TIME OFF

Section 19.1: Vacation Accrual Period: Paid vacations for full-time permanent Employees are accrued starting January 1st and ending December 31st of each year.

Start-up probationary Employees do not accrue vacation pay. Upon completion of the start-up probation and permanent assignment to the bargaining unit, their vacation accrues as of the date of start of employment.

Section 19.2: Vacations to Be Taken: All vacation accrued by an Employee as of December 31st of each year is considered “earned” and fully vested (non-forfeitable). Vacation accrued before December 31st of any calendar year may not be taken as paid vacation until the following calendar year (the year of “eligibility”), subject to the priorities and conditions defined in Section 19.8.

Section 19.3: First Partial Year: Provided that an Employee has completed his startup probationary period, vacation accrues according to the following schedule, to be taken the next calendar year: A vacation “day” is to be paid as eight (8) hours at the Employee’s SHWR.

<u>MONTHS OF SERVICE</u>	<u>VACATION ACCRUED</u>
1 or 2	1 day
3	2 days
4	3 days
5	4 days
6	5 days (1 work week)
7 or 8	6 days
9	7 days
10	8 days
11	9 days
12	10 days (2 work weeks)

Section 19.4: Continuous, Uninterrupted Service of 1 To 5 Years: Two (2) weeks of paid vacation accrued during each full calendar year of service, to be taken the following calendar year.

Section 19.5: Continuous, Uninterrupted Service of 6 to 10 Years: Three (3) weeks of paid vacation accrued during each full calendar year of service, at the rate of one and a quarter (1¼) days per month, to be taken the following calendar year.

Section 19.6: Continuous, Uninterrupted Service of 11 years to 19: Four (4) weeks of paid vacation accrued per full calendar year of service, at the rate of one and two thirds (1 & 2/3) days per month, to be taken the following calendar year.

Section 19.7: Continuous, Uninterrupted Service of 20 years or more Five (5) weeks of paid vacation accrued per full calendar year of service, at the rate of one and two thirds (1 & 2/3) days per month, to be taken the following calendar year.

Section 19.8: General Vacation Rules: The following general rules apply with respect to vacations:

- A. Vacation pay: Vacation pay, subject to legally mandated withholdings and other applicable deductions, will be paid in full when the vacation is taken at an Employee's prevailing SHWR or 2% of their last years gross salary (total pay of their last

year's earnings at NLMK) whichever is the higher, multiplied by forty (40) hours per week or eight (8) hours per day, whichever applies.

- B. Interrupted service with less than 1040 hours per year: In the event of a layoff lasting more than one (1) month, vacation accrual for that particular year will be pro-rated per the prevailing schedule or rate of accrual, unless any state or federal laws prohibit such loss of vacation accrual;
- C. **Last, partial calendar year of service:** Upon either voluntary or involuntary termination, vacation pay accrued during that last year will be calculated by pro-ration of the prevailing schedule or rate of accrual from January 1st to the date of separation;
- D. **Deferral of vacation:** When business conditions prevent an Employee from taking all accrued vacation when eligible (i.e. on the calendar year following the year of accrual), the balance of vacation accrued but not taken, when eligible, may be deferred only to the next year. In no case will the accrual carry forward more than one year beyond the calendar year of eligibility;
- E. **Limits on exchange:** At the discretion of the Employer, and upon written request from the Employee, for emergency situations, up to 50% of the total vacation accrued in a year may be exchanged for pay during the year of eligibility (i.e., during the calendar year following the year of accrual);
- F. **Accrual per whole month:** Vacation accrues for a whole month when the start date of employment falls on or before the 15th of a month. In reverse, vacation accrues for a whole month when the last day of employment falls after the 15th of a month;
- G. **Accrual per whole day:** Daily fractions of vacation accrued will be rounded to the next lowest or highest number, depending on whether length of service or a leave of absence covers less than half a month or more than half a month;
- H. **Weekly increments:** Vacations will be scheduled and taken in weekly increments that coincide with the workweek as previously defined. However, when

either on the first, partial year of employment or in subsequent years, following a discretionary leave of absence or layoff, vacation of less than a week has been accrued, as of December 31st, such vacation may either be scheduled, with prior notice and mutual agreement, on successive days or exchanged for pay during the year of eligibility;

- I. **Vacation as an alternative to reduced operations:** In the event of reduced operations Employees affected may be given the option to take their unused, accrued vacation based on operational needs, at the company discretion, and based on plant seniority, in lieu of a layoff, during the year of eligibility.
- J. When the schedule dictates a need, the employer has the flexibility to ask an Employee on vacation to return early and will be paid at 1 ½ times their SHWR.

Section 19.9: Vacation Requests and Scheduling: By October 1st each year, the Employer will provide individual vacation charts for each Job Sequence. By November 1st Employees will select their vacation dates according to their Job Sequence seniority by entering their name on the Job Sequence charts. In addition, all Employees will be required to submit four (4) alternative vacation weeks (for each primary week selected), in accordance to prioritized order.

As far as practically possible, vacations will be granted for the period requested by an Employee who submits his request prior to the November 1st deadline for Employee selection. On or before November 15th each year a vacation chart will be posted and Employees, based on seniority will be given the opportunity to make changes to select an open week.

Any Employee who fails to schedule their vacation by December 1st each year shall have their vacation scheduled, prior to the end of the year by the Employer. The schedule of vacations will be posted by the Employer by December 31st of each year. After December 31st any vacation changes will be made on a first come first served basis.

Employees will have the right to request a change to the vacation assigned by the Employer to any other available

week. This request must be made no less than thirty (30) days before the date that the vacation week begins. A request for a vacation change must be made in writing and must be approved by the Employee’s manager.

As per the agreement, the Company reserves the right to schedule the workforce. Depending on a person’s position, production needs may dictate that an Employee may not be able to take the week requested.

To the extent possible, as far as operational and production needs will allow, the Employer will honor Employees’ vacation requests, with the understanding that:

- A. in the case of multiple requests for the same period, the Employer will first honor the request of the most senior Employee in a Job Classification;
- B. the Employer reserves the right to limit vacation schedules, depending upon the needs of production and the manpower/available time variables of each Job Sequence, and
- C. the Employer will confirm an Employee’s vacation schedule no later than sixty (60) days in advance, except for January vacations which are to be confirmed by December 31st
- D. Should there be a conflict between Employees who have turned in vacation requests in a timely manner the Employer will notify conflicting Employees by seniority to choose alternate available weeks.

The vacation schedule for the four (4) years of the Agreement are as follows:

<u>Year</u>	<u>First week of Eligibility</u>	<u>Last week of Eligibility</u>
2024	December 31, 2023	December 22, 2024
2025	December 29, 2024	December 21, 2025
2026	December 28, 2025	December 20, 2026
2027	December 27, 2026	December 19, 2027

Section 19.10: Service Compensation Benefit: Employees will receive one (1) paid personal day (eight (8) paid personal hours) for each three (3) full years of service, not to exceed

five (5) personal days (forty (40) paid personal hours) per year. Personal days will be calculated and awarded at the end of each calendar year for the following year.

- A. A personal day must be requested in writing at least one (1) week in advance to be considered.
- B. Personal days will not be used for call offs.
- C. Personal days will be granted as in accord with plant seniority;
- D. If an Employee has been unable to schedule their personal days by the end of the calendar year due to production needs and has made at least three (3) documented attempts to schedule them, he/she will be paid for any unused personal days. No personal days will roll over into the next year. Unused personal days are not paid out at termination.
- E. The Company reserves the right to control the use of personal days granted based on operation needs.
- F. A sixth personal day will be calculated, and awarded, at the end of the Employee's twenty-fifth (25th) calendar year for the following year.

ARTICLE 20

LEAVE OF ABSENCE

Section 20.1: FMLA Leave Of Absence: Pursuant to the provisions and conditions of the 1993 Family & Medical Leave Act, an Employee, who has completed twelve (12) months of service and has worked a minimum of 1250 hours in the last twelve months (12) may be eligible for a leave of absence, without pay, for up to twelve (12) weeks in a given twelve (12) month period commencing the first of January each year.

The Employee will not lose any benefits accrued prior to the leave. During an approved FMLA leave of absence, the Employee will be required to use their vacation. The company will pay vacation time (paid at eight (8) hours per day) based on what an Employee has accrued for the year, for each absence covered under FMLA, with the exception of a total of five (5) vacation days. The Employee has an obligation to visit Human Resources when they return to work to review vacation time.

In compliance with current law, during the course of such leave, the Employer will maintain the Employee's medical insurance in force at the time of leave provided that the Employee pays the normal Employee contribution. Employees who fail to pay the Employee portion of the insurance premium will have their coverage suspended. Insurance coverage will be reinstated once the Employee returns from leave. If an Employee has elected supplemental life insurance coverage, they will be responsible for all premiums. The Employee will retain and accumulate seniority, but will not accrue further vacation, holiday pay, Employer's 401(k) contribution and bereavement pay furnished to active Employees under this Agreement.

Section 20.2 Family Medical Leave Act (FMLA)

Employee Rights and Responsibilities Under the Family and Medical Leave Act Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job protected leave to eligible Employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care of childbirth;
- To care for the Employee's child after birth, or placement for adoption or foster care;
- To care for the Employee's spouse, son, daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the Employee unable to perform the Employee's job.

Military Family Leave Entitlements: Eligible Employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefing.

FMLA also includes a special leave entitlement that permits eligible Employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections: During FMLA leave, the employer must maintain the Employee's health coverage under any "group health plan" on the same terms as if the Employee had continued to work. Upon return from FMLA leave, most Employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an Employee's leave.

Eligibility Requirements: Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 Employees are employed by the employer within 75 miles.

Definition of Serious Health Condition: A serious health condition is an illness, injury, impairment, or physical, or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the Employee from performing the functions of the Employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of

continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave: An Employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave: Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, Employees must comply with the employer's normal paid leave policies.

Employee Responsibilities: Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the Employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedure.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the Employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities: Covered employers must inform Employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional

information required as well as the Employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform Employees if leave will be designated as FMLA-protected and the amount of leave counted against the Employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the Employee.

Unlawful Acts by Employers: FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceedings under or relating to FMLA.

Enforcement: An Employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

(FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.)

Section 20.3 Worker's Compensation Leave: When an Employee is on Worker's Compensation Leave, they will not be required to use FMLA leave nor required to use their unused vacation. The Employee will retain the Employer's medical insurance in force at the time of the leave provided that the Employee pays the normal Employee contribution. Employees who fail to pay the Employee portion of the insurance premium will have their coverage suspended. Insurance coverage will be reinstated once the Employee

returns from leave. If an Employee has elected supplemental life insurance coverage, they will be responsible for all premiums.

- A. The Employer will provide a light duty process to assist Employees returning to work after a Worker's Compensation qualified injury and leave. Should an Employee be released to work with restrictions, the Employee's restrictions and fitness for duty for their position will be evaluated by the Company with the assistance of the Company's occupational health professionals. If it is concluded that the Employee is still capable of performing required duties in their department and the Employee is expected to be at full capacity within a three (3) month period, they will be returned to their position and receive their SHWR.
- B. An Employee who has incurred a Worker's Compensation qualified injury and leave who has been released with restrictions and after evaluation by the Company with the assistance of the Company's occupational health professionals it is established that they are incapable of performing the required duties in their department they will remain on leave until their restrictions allow them to return to work.

Section 20.4 Short Term Disability Leave: When an Employee is unable to work due to a medical disability and qualifies for Short Term Disability Benefits under the NLMK Short Term Disability Policy, they will be granted a leave of absence not to exceed twenty-six (26) weeks. The Employee who is on Short Term disability will also be placed on FMLA, (if eligible). If FMLA is applied, the Employee will not be required to use their unused vacation benefits. The Employer reserves the right to request certification from a medical professional at any time throughout the leave. The Employee will have the right to retain the Employer's medical insurance in force at the time of the leave throughout the period of the approved Short-Term Disability Leave provided that the Employee pays the normal Employee contribution. Employees who fail to pay the Employee portion of the insurance premium will have their coverage suspended. Insurance coverage will be reinstated once the Employee returns from leave. If an

Employee has elected supplemental life insurance coverage, they will be responsible for all premiums.

An Employee who has incurred a Short Term Disability qualified injury and leave who has been released with restrictions and after evaluation by the Company with the assistance of the Company's occupational health professionals it is established that they are incapable of performing the required duties in their department they will remain on leave, if leave has not been exhausted, until their restrictions allow them to return to work.

Return to Work from Injury Procedure: An Employee returning to work from an injury shall be subject to evaluation before being released for duty. Such evaluation or testing shall be limited to the point of injury only.

Section 20.5: Military Leave: Military leave of absences are governed by the Uniformed Services Employment and Reemployment Act of 1994 (USERRA) as amended from time to time.

- A. Employees taking military leave under USERRA may use any accrued vacation in lieu of unpaid leave. Employees taking military leave also are entitled to elect to continue health care coverage to the extent such coverage is otherwise provided for a period of up to 31 days. After 31 days, the Employee will be entitled to coverage under COBRA. Upon return from military leave, an Employee is entitled to reinstatement in a position that the Employee would have obtained if he or she had been continuously employed or in some circumstances in a position, the Employee will be reinstated to the position he or she held when the military leave began or in some circumstances to an alternative position of like seniority, status and pay for which the Employee is qualified. Reinstated Employees are also entitled to full seniority benefits;
- B. To be eligible for leave, the Employee must have 5 years or less of cumulative military service during the course of employment with the Employer;

- C. To be eligible for reemployment with the Employer following leave, the Employee must have received an honorable discharge or otherwise have satisfactorily completed the military service, and have notified the Employer of the Employee's intention to return to work as follows:
1. In case of an Employee whose period of military services is less than 31 days, not later than the beginning of the first full regularly scheduled work day following completion of the period of service plus eight hours plus the time for the Employee to travel from the place of that service to the Employee's residence; or
 2. In case of an Employee whose period of military service was for more than 30 days but less than 180 days, by submitting an application for reemployment with the company not later than 14 days after the completion of the period of service; or
 3. In case of an Employee whose period of military service was for more than 180 days, by submitting an application for reemployment with the Company not later than 90 days after the completion of the period of service.

Section 20.6: Jury Duty Leave: The Employer will allow an Employee to take a leave of absence to discharge civic duty as a juror and agrees to pay such Employee the difference between jury duty pay and the Employee's prevailing SHWR wages.

In compliance with current law, during the course of such leave, the Employee will retain and accumulate seniority and all other benefits under this Agreement, including health insurance, life insurance, and Voluntary Supplemental Life Insurance if elected, provided the Employee pays the normal monthly Employee contribution, vacation accrual, holiday pay, Employer's 401(k) contribution and bereavement pay.

Section 20.7: Discretionary Leave of Absence: At the discretion of the Employer, a leave of absence without pay may be granted to Employees for compelling personal reasons arising out of hardship or other emergency, for not more than one (1) year.

The Employer will make a good faith effort to be rational and consistent in the decision to grant or deny leaves of absence. The decision, at the discretion of the Employer, will not be subject to the grievance and arbitration provisions of Article 30.

During the course of such a discretionary leave of absence, the Employee will retain seniority, but will not accumulate additional seniority, and will retain no other benefits (i.e. health insurance, vacation accrual, paid holidays, etc.).

Section 20.8: Verifications Required: The Employer may require written certification from a health care provider, military or judicial authorities, or any other relevant and appropriate source, justifying the request for a leave or validating it after the fact. In the case of a health care provider, the Employer may (at its discretion and expense) require a second, corroborating opinion from a physician recognized as an Independent Medical Examiner (IME) by the Workmen's Comp Division of the Indiana Department of Labor.

Section 20.9: Acceptance of Other Employment: Except while discharging military or jury duty, an Employee's acceptance of other employment, whether gainful or not, during the course of an approved leave of absence will be considered a voluntary termination of employment.

Section 20.10: Notices Required: In all foreseeable circumstances, the Employee must provide a written request at least thirty (30) days in advance of the anticipated start of any kind of leave of absence. In unforeseeable, emergency situations, the Employee should provide said written request at the earliest time practically possible. At a minimum, a verbal request, to be confirmed later in writing, should be

presented within two (2) business days after the need for leave arises.

The Employee should notify the Employer of the intent to return to work, as soon as practically possible, but at least one (1) week ahead of such impending return.

Section 20.11: Return To Work Following A Leave: Although the Employer cannot guarantee an Employee that his job will be held open during a leave of absence that lasts more than twelve (12) weeks, the Employer will comply with prevailing law, if any, governing such return to work and will apply all reasonable effort to reassign such Employee to the same or similar SHWR Job Classification upon return.

ARTICLE 21

BEREAVEMENT

Upon request, Employees will be granted, without loss of scheduled SHWR wages, three (3) consecutive days bereavement leave to attend the funeral of their grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother or sister. Three (3) consecutive unpaid days will be granted to attend the funeral of their Brother-in-Law and/or Sister-in-Law. Bereavement leave will be extended to five (5) consecutive days upon the death of an Employee's wife or husband, son or daughter, mother or father, step-mother or step-father who is currently married to the Employee's parent, and stepchildren of current spouse.

An Employee requesting bereavement leave may elect the leave to include the day of the death and the days immediately following, or the day of the funeral and the days immediately preceding or following the day of the funeral.

When an Employee attends a funeral, which qualifies for bereavement leave and is conducted 500 miles or more beyond Indiana's International Port, the Employee will be excused for two (2) additional days to travel, without pay and without disciplinary consequences.

Upon request by the Employer, an Employee seeking bereavement pay will produce reasonable written evidence of his relationship with the decedent and his attendance at the funeral.

ARTICLE 22

EQUIPMENT & TOOLS

Section 22.1: First Issuance: To protect Employees in the performance of their work, without cost to the Employee upon first issuance, the Employer will provide to Employees all standard safety equipment: hard hats, non-prescription safety glasses (or safety goggles that fit over prescription glasses), hearing protectors, gloves and uniforms.

As necessary and required, without cost to the Employee upon first issuance, the Employer will provide Employees with communication radios, flash lights, mechanical tools, electrical tools and instruments, face shields, welding gloves, welding aprons, special purpose gloves, respirators, fire retardant, water resistant or acid resistant protective clothing and other essential safety equipment.

Each Employee is responsible for equipment issued to him or assigned to his custody. All tools and equipment issued by the Employer must be kept in the Plant and secured by Employees in their individual lockers. Employees who want to wash their own uniforms at home must obtain the Employer's written consent which will be granted only when the Employee simultaneously signs a non-recourse waiver of liability.

Section 22.2: Replacement of Equipment: Any broken, worn or defective tools and equipment returned by an Employee to the Employer will be exchanged at no cost to the Employee.

When a tool or equipment issued to an Employee is lost, stolen or is not in his possession during working hours, the Employee will be required to purchase replacement

equipment from the Employer. The cost of equipment reissued to an Employee will be deducted from his next paycheck, unless he returns, for exchange, first issuance broken, worn or defective equipment before the end of the pay period.

Section 22.3: Notices: The Employer will maintain and post on the Bulletin Board an itemized list and associated replacement cost of all standard safety equipment issued to Employees.

In the case of all other tools and equipment issued to Employees, as necessary or required, an itemized list, with approximate associated replacement cost, will be signed, as proof of receipt, by each Employee upon first issuance, with a copy given to the Employee and a copy in his personnel file.

Responsibility for communication radios shared by more than one Employee will be accounted for by signed receipt upon transfer from one Employee to the next.

ARTICLE 23

BULLETIN BOARDS

The Employer will provide one (1) Bulletin Board in the Rolling Mill and one (1) in the Melt Shop, at a place to be designated by the Employer, for the exclusive use of the Union.

Additionally, the Employer will provide a bulletin board exclusively dedicated to the posting of safety notices, announcements, updates and other safety related matters.

ARTICLE 24

LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee, composed of at least three members appointed by each party to this Agreement, will meet on a regular basis, at a time and place mutually agreed upon, to discuss matters of mutual concern, exchange ideas and resolve outstanding issues that may adversely affect the

relationship of the parties, the quality of the work environment, the status of the workforce and/or its productivity.

The function of the Labor-Management Committee is to:

- A. Define problems and issues;
- B. Explore all alternative solutions;
- C. Recommend the most appropriate solution.

Although contract negotiations and grievance do not properly fall within the purview of the Labor-Management Committee, it can be a vehicle for resolving misunderstandings or grievances that may arise out of this Agreement, as an alternative to costly, time-consuming and burdensome arbitration.

The Labor-Management Committee will also retain oversight on the implementation of the Employer's Safety and Health Program.

ARTICLE 25

SAFETY AND HEALTH

Section 25.1: Intent of The Parties: Both parties declare their intent to create a safe and secure work environment by applying all reasonable effort to:

- A. eliminate potential health or safety hazards, and
- B. prevent accidents and injuries;

Part and parcel of that intent is the steadfast, mutual commitment to maintain a workplace and a workforce that is free of the potentially devastating consequences of drug and alcohol use.

Section 25.2: Safety Provisions: The Employer will continue to make reasonable provisions for the safety and health of its Employees in the Plant, adopting such rules and regulations as may be required by state or local authorities or other agencies with regulatory jurisdiction.

Section 25.3: Health and Safety Program: With Union input and advice, the Employer will maintain and, from time to time, will update "The Health and Safety Program." The Health and Safety Program will:

- A. promote safety awareness;
- B. define safety policies and procedures, as well as safe work practices;
- C. prescribe consequences of non-compliance and other enforcement procedures;
- D. specify required safety training;
- E. identify injury/accident response and reporting procedures;
- F. describe safety principles and general, as well as specific safety measures;

Section 25.4: Union Assistance: The Union will assist the Employer in formulating and implementing such safety measures and will cooperate with the Employer in promoting safe work practices by encouraging compliance with safety policies and procedures as defined in the Safety Manual.

Section 25.5: Employee Obligations: Employees will cooperate at all times with the maintenance and improvement of health, safety and cleanliness in the Plant, yard, locker rooms and cafeteria. As a condition of employment, Employees agree to work according to the policies and procedures defined in the Safety Manual, as it may be updated from time to time. Each Employee has an individual responsibility to work in strict compliance with the provisions of the Safety Manual for the protection of all Employees.

All Employees are expected and required to report to work on time, fit for duty:

- A. in appropriate and suitable mental and physical condition for work;
- B. in the physical condition necessary for work to be performed with efficiency and without danger to themselves or others in the Plant;
- C. free of any physical or mental impairments or habits (including alcohol, drug and other substance use)

- that may affect their ability to perform their services,
and
- D. free of any drug and/or alcohol influence that may impair their judgment and jeopardize their safety or the safety of others in the Plant.

Section 25.6: Safety and Health Training: The Employer and the Union recognize the special need to provide appropriate safety and health training to all Employees. Training programs and written material, as described in the Safety Manual will address the different needs and levels of training required for:

- A. newly hired Employees;
- B. Employees who are transferred or assigned to a new Job Classification or different Job Sequence, and
- C. Employees who may need periodic retraining;

Such training, as may be defined in the Safety Manual and required by the Employer, is not to be considered optional: it is mandatory for all Employees.

When an Employee believes that a working condition is unsafe, he should immediately contact his Supervisor to discuss the situation. The Supervisor will evaluate the condition. If possible, the condition will be temporarily modified. If the condition cannot be modified and the Supervisor believes that the condition is not unsafe, then the Employee may ask for "safety relief." "Safety relief" allows the Employee to be relieved from the job and placed in another position if one is available. If no position is available, then the Employee will be sent home for the balance of the shift. Prior to or on the next scheduled shift, a formal investigation will be held by the General Supervisor of the area along with the Manager of Safety and a Union representative. A definitive resolution will be developed in this investigation. The outcome of the investigation will be communicated to the entire workforce in the subject area. At no time will the Employee who requested safety relief be penalized.

Section 25.7: Personal Protective Equipment: The use of Personal Protective Equipment, as required by the Safety Manual and provided by the Employer is mandatory for all Employees.

No Employee will be permitted to work without such protective equipment. Approved protective footwear must be acquired before commencement of employment, for use only at work.

Section 25.8: Toxic Material: Where toxic materials are in use, the Employer will inform affected Employees what hazards are involved and what precautions should be taken to ensure their safety and health. Material Safety Data Sheets, (MSDS) will be made available to any Employee requesting information relevant and material to understanding potential significant occupational safety or health hazards.

Section 25.9: Air Sampling and Noise Testing: In compliance with government regulations or recommendations, the Employer will conduct periodic in-Plant air sampling and noise testing under the direction of qualified personnel. The report of such tests and relevant recommendations will be reviewed and discussed with the Union and shared with the members of the appropriate ASC.

Section 25.10: Accidents and Injuries: Employees are required to immediately report any and all accidents or injuries sustained on the job. A written Incident Report by immediate supervisor must be promptly submitted to the Department Head. Each Incident Report should precipitate a possible change in procedures and/or specific recommendations to prevent reoccurrence.

In the event of an injury sustained by an Employee at work the Employer will arrange for transportation to the nearest medical facility and when necessary, for return to the Plant.

The Employer will not reimburse transportation costs to an Employee for medical attention required as follow-up, subsequent to the day of the injury. (Such expenses are

reimbursable, within defined limits, by Workmen's Compensation Insurance.)

In case of accidents which result in disabling injury or death or accidents which could have resulted in disabling injury or death and require a fact-finding investigation, the Employer and the Union will conduct a joint investigation. Upon completion of the investigation, a report will be prepared to define the circumstances and results of the accident, and to provide recommendations, when available, for corrective action that might prevent reoccurrence.

Section 25.11 Illness at Work Policy:

- A. When an Employee becomes ill at work and requests to leave before the end of their shift, they must have the approval of their supervisor before leaving to avoid being insubordinate. Under no circumstance should an Employee leave their job without the approval of their supervisor and proper relief.
- B. When an Employee reports that they are ill and request to leave work the supervisor will call the EMT to help ascertain the Employee's condition for the purposes of their safety. In addition, the EMT will assist in making the decision if the Employee needs to be taken to the clinic for treatment. If the Employee is taken off site for medical treatment and the condition is non-work related all charges for treatment will be the responsibility of the Employee. If the Employee is enrolled in NLMK Indiana's Health Insurance Plan, the Employee may submit any charges to be considered through insurance. When the medical professional ascertains that Employee's illness is a personal medical condition they will not be subject to Drug and Alcohol testing.
- C. If an Employee should refuse medical treatment, they must sign a Refusal of Medical Treatment Waiver. The waiver must be signed by the Employee and their supervisor before the Employee leaves the premises.
- D. If an Employee claims that they are ill, but the supervisor has valid suspicion regarding the Employee's claim, the supervisor should call for the assistance of the EMT. Should the EMT find that there

is no evidence of illness the Employee shall return to work. If the Employee refuses to return to work and leaves they will be subject to the policies of the Agreement.

ARTICLE 26

EXAMINATIONS

Section 26.1: Medical Examinations: As a condition of employment and as a condition for transfer to a different Job Sequence or promotion to a Job Classification with a higher SHWR, the Employer reserves the right to require medical examinations by a physician recognized as an Independent Medical Examiner by the Workmen's Comp Division of the Indiana Department of Labor.

Such medical examinations, not to exceed one every six months, will also include drug and/or alcohol testing.

Section 26.2: Written and/or Practical Tests: When applicable, the Employer reserves the right to require written and/or practical tests as a condition of employment or promotion to a Job Classification with a higher SHWR. Written or practical tests will be designed to objectively evaluate knowledge or skills with respect to specific Job Classifications and safety awareness.

Section 26.3: Cost of Tests: All examinations and tests that may be required by the Employer will be conducted solely at the expense of the Employer, during working hours.

ARTICLE 27

WORK RULES, POLICIES & PROCEDURES

Section 27.1: Code of Standards & Ethics: Both Employer and Union agree that Employees and management personnel will abide by a certain standard of ethics as defined in the NLMK INDIANA Code of Standards & Ethics, which is part of this Agreement.

False reporting, falsification of records, theft, and vandalism, threats of violence, fighting and horseplay are strictly prohibited and will subject an Employee to disciplinary measures including discharge.

Profanity directed by Employees to management personnel or by management personnel to Employees is prohibited and subject to procedures defined in Article 29.

Section 27.2 NLMK Indiana Code of Standards & Ethics

Purpose of this Code of Ethical Business Conduct: This code of Ethical Business Conduct is part of our Comprehensive Compliance Program. The program is designed to foster a law-abiding, ethical business environment for our organization and each of us individually. This Code is intended to not only meet, but to exceed, the minimum legal requirements. Our continued success as a Company depends on every Employee adhering to its high standards.

The Code sets forth our basic policies on business ethics, which apply, to each and every Employee. It may not provide specific direction for each situation you may encounter. Nonetheless, it sets forth the basic principles, which should guide your daily conduct on behalf of the Company. Additionally, all Employees are encouraged to consult with their supervisors or higher management if they believe there may be a problem or if they wish to discuss a particular situation. This Code supersedes any prior inconsistent policies, guidelines or position statements of the Company on the same topics.

Compliance Committee: To provide emphasis to our efforts to comply with the law, NLMK Indiana has established a "Corporate Compliance Committee" to oversee our compliance efforts and ensure that the Company has the necessary policies and systems in place to train Employees in their legal responsibilities, monitor compliance and correct any deficiencies in the compliance program.

Compliance Audits: The Company audits compliance with laws, procedures and policies affecting the conduct of its

business. It is the duty of every Employee to cooperate fully with the Company's auditors, attorneys and others, both internal and external.

Reporting of Suspected Violations: Report suspected violations of the Code of Ethical Business Conduct immediately to your supervisor or to the Director of Human Resources. For Employees who prefer to write, address your concerns to:

NLMK Indiana
Corporate Compliance Committee
6500 South Boundary Road
Portage, IN 46368

Employees may also report any ethics violations by using NLMK Indiana's Confidential Ethics Hotline entitled Global Compliance. Reports may be made using Global Compliance by telephone or by internet.

Global Compliance
Toll Free Number: 1-877-874-8416
Internet Access: <https://nlmk.alertline.com>

Every report will be addressed promptly. Retaliation against any Employee who reports a violation of these standards is strictly forbidden. Disciplinary action will be taken against any person who engages in such retaliation.

Complying with this Code of Ethical Business Conduct: Each Employee is responsible for his or her own adherence to this Code of Ethical Business Conduct. Additionally, each supervisor and manager must ensure that Employees understand and live by these standards. Violations of these standards could, in some instances, subject NLMK Indiana and the individuals involved to criminal or civil actions, which may result in severe fines, liability for damages and (in case of individuals) even imprisonment. In addition, failure to comply with and enforce these standards may result in disciplinary action up to and including termination of employment.

This Code of Ethical Business Conduct applies to all Employees and must be reviewed by each Employee at least annually. From time to time, we may supplement these standards and provide additional policies or guidance regarding the responsibilities of Employees performing specific duties. Any conduct in violation of this Code (or of any supplemental standards, policies or guidelines) is beyond the scope of our Employees' authority and is strictly prohibited by the Company.

Safety and Health of Employees: Our Employees are our most valuable assets. Maintaining a safe and healthy work environment is of utmost importance to NLMK Indiana.

Preventing accidents, unsafe conditions, and occupational illnesses is an ongoing responsibility of each of us. Undertake your work in a safe and responsible manner. Report unsafe conditions or practices immediately to your supervisor, upper management, the Human Resources Department or through the system maintained by the Company for anonymous reporting of violations of the Company's Code of Ethical Business Conduct.

Environmental: We recognize the importance of protecting the environment. All of NLMK Indiana's businesses must operate in accordance with sound environmental practices, applicable governmental requirements and Company policies and procedures.

Employees should handle, store and dispose of hazardous materials and toxic waste with care and in accordance with the environmental policy and procedures of the Company. These procedures have been developed to ensure compliance with applicable governmental requirements and sound environmental practices. Employees should immediately report any suspected violation of environmental laws or of Company policy or procedures to a supervisor, upper management or through the system maintained by the Company for anonymous reporting.

Please refer to the Company's Environmental Policies for a more complete explanation regarding environmental

matters. The laws regarding environmental matter are complex. Proceed with caution when dealing with environmental issues.

Travel and Entertainment: Travel and entertainment should be consistent with the needs of the business. The Company's intent is that an Employee neither loses nor gains financially as a result of business travel and entertainment. The Company will reimburse Employees for their out-of-pocket costs for travel, entertainment and other business expenses as long as they are reasonable in amount, business related and documented in accordance with Company policy. All expense reports must be prepared with care and honesty. False or misleading entries in expense reports or other records are unlawful and are not permitted. Employees who approve travel and entertainment expense reports are responsible for verifying the propriety and reasonableness of expenditures, and for ensuring that expense reports are submitted with accompanying receipts and explanations which support reported expenses.

Equal Employment Opportunity: We do not discriminate against any Employee or applicant based on race, sex, color, religion, national origin, age, gender identity, sexual orientation, status, military service, or disability. Instead, all Employees and applicants will be judged on the quality of their work and commitment to furthering the goals of the Company. Employees should have challenging opportunities for individual growth and advancement. We want to ensure open communication and provide a work environment free from discrimination or illegal harassment. We will comply with all federal, state, and local laws ensuring equal opportunity for all.

Employees should immediately report any suspected discrimination or harassment to either: their supervisor, the supervisor of their supervisor, the Human Resources Department, or through the system of anonymous reporting. Any complaint will be promptly and thoroughly investigated.

Harassment Including Sexual Harassment: NLMK Indiana does not authorize, endorse or condone harassment of any Employee.

Employees who believe they have been the subject of harassment from supervisors, other Employees or customers, or who witness or have a reasonable belief that harassment is occurring should report the conduct immediately to either: their supervisor, the supervisor of their supervisor, the Human Resources Department or through the system for anonymous reporting. Any complaint will be promptly and thoroughly investigated as outlined in Section 27.3.

Workplace Violence: NLMK Indiana will not allow threats of violence or actual violence, statements or actions that may impact the safety and security of our workplace and/or Employees.

It is the aim of NLMK Indiana to deter any potential workplace violence. Any acts or threats of violence by any Employee, former Employee or individual while on Company property are expressly prohibited. NLMK Indiana has a zero tolerance policy for workplace violence and will not condone any acts or threats of violence against its Employees, guests, vendors, customers or clients by any individual on Company property.

Workplace violence includes, but is not limited to, verbal and physical harassment, intimidation, threats or assaults on Employees at work, or related to work, whether in the workplace, on Company property, or as a result of work.

Alcohol: Everyone should exercise good judgment at all times in the use of alcoholic beverages. NLMK Indiana prohibits the use of alcohol beverages during business hours.

The possession or use of alcohol on Company premises is prohibited. The use of alcohol in vehicles and the operation of vehicles or other equipment while under the influence of alcohol is strictly forbidden.

Employees should immediately report any suspected violations of this policy to a supervisor, the Human Resources Department, or through the system maintained by the Company for anonymous reporting.

Drugs: The Company is committed to maintaining a workplace that is free from the effects of alcohol and medically unauthorized drugs.

Any use, sale, manufacture, possession, or distribution of medically unauthorized drugs or controlled substances on Company premises is strictly prohibited. NLMK Indiana reserves the right to search all Company property and all containers of any type entering or leaving Company property, at any time. We maintain a policy of cooperating with law enforcement authorities in addressing potential problem situations.

Employees should immediately report any suspected violations of this policy to a supervisor, the Human Resources Department or through the system maintained by the Company for anonymous reporting.

Conflicts of Interest: All of us owe a duty of loyalty to NLMK Indiana. We must at all times avoid engaging in conflicts of interest or situations which might appear to be conflicts of interest. Conflicts of interest are those situations in which a financial, business or other relationship conflicts with our duty of loyalty to NLMK Indiana.

Any situation which benefits an individual to the detriment of the Company, or which casts doubt on your ability to act objectively and impartially for the benefit of the Company, is a conflict of interest.

Employees with a direct or indirect interest in suppliers, customers or competitors of the Company are especially vulnerable to conflict of interest situations. Therefore, the prior written approval of the Chief Executive Officer is required before any Employee may serve as a director, officer or consultant of any outside organization directly or indirectly doing or seeking to do business with NLMK Indiana.

Our standards governing conflict of interest apply not only to each of us as Employees, but also to our immediate family and those family members who reside with us.

Employees should immediately report any suspected violations of the Company's conflict of interest policy, or any fact that may involve a conflict of interest, to a supervisor, the Human Resources Department, or through a system maintained by the Company for anonymous reporting.

Company Property: All Employees must preserve and protect the Company's assets, including not only its plants, property and equipment, but also its intangible property, such as computer software, trade secrets, customer and supplier lists, information pertaining to engineering and research and development, and other business or financial information. Full and effective utilization of our assets is central to our ability to compete effectively in the marketplace. Loss, theft, or misuse of our assets jeopardizes our continued success.

Property belonging to NLMK Indiana may not be used for personal benefit and may not be sold, lent, given away, discarded or removed from the Company's premises without proper supervisory authorization. The best way to protect assets is for all Employees to act responsibly with assets entrusted to them and to look out for situations that might result in the loss, misuse, or theft of property.

If you have information or knowledge about the possible loss, misuse or theft of Company property, you must promptly report the matter to your supervisor, the Human Resources Department, or through the system for anonymous reporting.

Honesty and Accuracy in Our Books and Records: All entries into our books and records must be made honestly, accurately, and completely. Virtually every NLMK Indiana Employee makes some type of business record – whether it is a timecard punched at the beginning and end of each day, an expense report, a sales order for a customer, or other documents. Regardless of your position, your fulfillment of this obligation is very important to the Company.

Our records must not only be truthful, they must be accurate, complete and not misleading. Our ability to deal honestly and fairly with our suppliers, customers, and Employees depends upon each and every transaction being recorded accurately, timely, completely and with integrity.

No payment made or received on behalf of the Company shall be approved or made with the intention or understanding that any part of such payment is to be used for any purpose other than that described by the documents supporting the payment.

The Company will maintain a system of internal controls sufficient to provide reasonable assurance that transactions are executed properly and recorded accurately, completely and in accordance with management authorization to permit preparation of complete and accurate financial statements and to maintain accountability for assets.

If you have information or knowledge of any hidden fund or asset, of any false entry in the books and records of the Company or of any improper or questionable payments, you must immediately report the matter to your supervisor, the Human Resources Department, or through the system for anonymous reporting which is made available to you.

Any questions you may have regarding these matters should be referred immediately to the Human Resources Department.

The Making or Receipt of Improper Payments: Payments or offers of payment of anything of value to customers, potential customers, government officials, Employees, officers or directors of related companies or any other party for purposes of improperly facilitating the sale of our products or gaining other business advantages, or bribes of any nature, are prohibited. The payments prohibited include not only direct payments of money but also indirect payments of anything of value and extraordinary gifts, entertainment, travel and the like.

In some foreign cultures, the payment of money or gratuities in order to gain a business advantage is encouraged or tolerated by others as a means of doing business. Local acceptance of such unethical practices by others does not justify them. We must adhere strictly to the provisions of the Foreign Corrupt Practices Act and other laws prohibiting such activity.

This policy does not prohibit: (a) reasonable entertainment in the course of normal Company business – so long as the entertainment is not being done in exchange for any improper action by the person being entertained, (b) small facilitating payments to low level foreign governmental personnel to perform routine lawful services provided that the prior approval of legal counsel is obtained, or (c) gifts of modest value, made in accordance with normally accepted business practices and the policies of the organization employing the recipient; however, any gift or cash or cash equivalent, regardless of amount, is prohibited.

Gifts, loans or payments to labor organizations or labor officials (including extra compensation paid to any Company Employee) are generally not permitted under the National Labor Relations Act and must therefore be approved in advance by legal counsel.

Just as the Company prohibits the payment of bribes, kickbacks, or other improper payments, it also strictly forbids the acceptance of bribes, kickbacks, or other improper payments. The receipt of gifts of modest value by the Company's Employee is permissible; however, the receipt of any gifts of cash or cash equivalent, regardless of amount, is prohibited. Employee should not accept social invitations from customers or suppliers where unreasonable cost to the host would be involved. The receipt of gift must not place the recipient under an obligation of any kind.

If you have information or knowledge of the making or receipt of improper payments, you must immediately report the matter to your supervisor, the Human Resources Department, or through the system of anonymous reporting.

Confidential Information: Certain Employees need access to internal confidential information, which is not disclosed to the public and is not generally available to other Employees.

Maintaining Confidentiality: The Company must ensure that this internal information is kept confidential and not disclose except in accordance with Company procedures. This is necessary to protect our competitive position.

All Employees must maintain the confidentiality of non-public information in their possession. Steps should be taken to ensure that access to such information is limited only to those Employees who need such information to perform their jobs. These steps should include securely handling and storing of non-public materials to assure limited access and continued confidentiality. Recipients of such information should be informed that the information is confidential and may not be disclosed to other Employees, the public, relatives, friends or others.

Designated Spokesperson: There is a designated spokesperson for the Company regarding communications with the media and the public in general. All inquiries from third parties (whether members of the media or other persons) should be referred to this spokesperson. If you are uncertain who the appropriate spokesperson is for a particular matter, please contact the Human Resources Department.

Rumors concerning our business may circulate from time to time. It is the Company's general policy not to comment upon such rumors. You should refrain from commenting upon or responding to rumors and should refer any requests for comments or responses to the Company's spokesperson.

Any questions regarding this policy should be directed to the Human Resources Department. Violation of this policy may be highly detrimental to the Company and can be the basis for disciplinary action, including termination of employment.

Employees should immediately report any suspected violations of this policy to a supervisor, the Human Resources

Department or through the system maintained by the Company for anonymous reporting.

Trade Associations: NLMK Indiana supports membership in trade associations only when the association contributes significant benefits to justify the time and cost required.

Trade associations, by their nature, involve meetings and discussions at which competitors are present and particular care must therefore be taken to avoid antitrust problems. This is true not only at the formal meetings and proceedings but also at any social or similar gatherings before and after the formal meetings. Joint action, which is illegal under the antitrust laws, is not made legal because it occurs as a result of trade association participation.

The following specific guidelines should be followed in connection with our participation in trade associations:

- No Employee may appear as a member at any discussion panel at a trade association meeting or serve as an officer or director of any trade association without first securing the prior written approval of the Chief Executive Officer or his designee.
- No Employee should attend a trade association meeting unless trade association legal counsel and a member of the trade association's staff also attend the meeting, unless the prior approval of the Chief Executive Officer or his designee is obtained
- The following matter should never be discussed either formally or informally among trade association members or other companies: (a) price, or any elements of price or pricing policies including costs of materials or services; (b) sales or production quotas, territorial allocations or market shares, or refusals to deal with certain customers; (c) identifying individual Company statistics or delivery or credit terms. Should any of these matters be discussed in any form or manner at any meeting or related social gathering, NLMK Indiana's Employees should not participate and should leave the meeting immediately.

- Accurate minutes should be maintained for all association meetings, and these minutes should be reviewed and approved by the association's legal counsel.

Antitrust: NLMK Indiana believes in competition and the free market system.

The antitrust laws are complex. Certain basic principles should govern our conduct at all times:

- We will not enter into agreements with our competitors to set or stabilize prices for our products.
- We will not enter into agreements with other manufacturers to fix the prices we will pay for materials, supplies, services or parts we purchase from others.
- We will not agree with our competitors to divide markets, limit production or allocate customers.
- We will not enter into agreements with our competitors to suppress new technological developments or limit the quality of products.
- We will not enter into agreements with our competitors to refuse to sell to particular buyers or refuse to buy from particular suppliers.
- We will not enter into agreements requiring our customers to maintain resale prices.
- We will not enter into agreements to forego selling to any particular customer or class of customers.
- We will not engage in predatory or discriminatory pricing for the purpose of driving our competitors out of business or impairing their ability to compete.
- We will not engage in price discrimination in violation of the Robinson-Patman Act.
- We will not knowingly induce or receive an illegal discrimination in price of goods and services. Employees can and should, however, bargain for and obtain the lowest lawful price for goods and services purchased by the Company.

- We will not purchase goods or services only on the condition that the vendor will purchase the Company's products.
- We will not sell a product only on the condition that the customer purchases another product.

Employees should immediately report any suspected violations of the antitrust laws or of Company policy or procedures to a supervisor, the Human Resources Department, or through the system maintained by the Company for anonymous reporting.

The above principles are not a complete summary of the antitrust laws. State and international antitrust laws are also applicable to various operations of the Company. Any question you may have regarding the applicability of the various antitrust laws to our business practices should be referred immediately to the Human Resources Department, which will obtain legal advice on the matter in question.

Speculative or Unauthorized Transactions: No Employee of the Company can enter into or engage in any transaction which is speculative in nature, even though no financial interest or other personal benefit is involved, unless the transaction has been (a) approved by the senior financial officer of the Company or (b) undertaken in accordance with policies and procedures approved by the senior financial officer of the Company.

If you have any information or knowledge of any speculative or unauthorized transaction, you must immediately report the matter to supervisor, the Human Resources Department or through the system maintained by the Company for anonymous reporting.

Records Management: It is NLMK Indiana's policy to maintain complete, accurate and high quality records. Company records are to be retained for the periods of their immediate use, unless longer retention is required pursuant to the Company records management program, or required for contractual, tax or legal purposes.

Records that are no longer required and have satisfied their required periods of retention are to be destroyed in an appropriate manner.

Any question you may have regarding the applicable record retention period, or other aspects of the records management program, should be referred to the Human Resources Department.

Employees should immediately report any suspected violations of this policy to a supervisor, the Human Resources Department or through the system maintained by the Company for anonymous reporting.

Section 27.3 NLMK Indiana's Harassment Policy; Including Policy on Sexual Harassment It is the policy of NLMK Indiana to assure a work environment free all forms of illegal discrimination and harassment.

NLMK Indiana does not authorize, endorse or condone harassment of any Employee. The term "harassment" includes, but is not necessarily limited to, slurs, jokes, cartoons, graffiti or other verbal, graphic or physical conduct relating to an individual's protected traits such as race, color, gender (sex), gender identity, sexual orientation, religion, national origin, age, military service or disability. "Harassment" also includes unwelcome sexual advances, requests for sexual favors, sexually explicit pictures or cartoons and other forms of verbal, graphic or physical conduct of a sexual nature.

Any form of harassment by an Employee supervisor, Union representative, customer, vendor, contractor or guest of NLMK Indiana, relating to an Employee's above described protected traits is strictly prohibited and may result in disciplinary action, up to an including discharge.

Any Employee who believes that he/she has been a victim of discrimination or harassment or who has witnessed same, or who has a reasonable belief that any form of discrimination or harassment has occurred, or is occurring, at NLMK Indiana, should immediately report the matter to his or her

supervisor, the Union and the Human Resources Department of NLMK Indiana. Any and all reports of harassment will be promptly and thoroughly investigated by the Company and will be dealt with appropriately. Any information obtained in the course of a harassment investigation will be held in the strictest confidence and will only be communicated to others on a “need to know” basis. Furthermore, there will be no retaliation against any Employee who, in good faith, makes a report of harassment.

Any Employee found by the Company to have sexually harassed another Employee will be subject to appropriate disciplinary sanctions ranging up to and including termination.

The Company recognizes the issue of whether sexual harassment has occurred requires a factual determination based on all the evidence available. The Company also recognizes that false accusations of sexual harassment can have serious effects on innocent men and women. The Company expects all Employees to act in a reasonable and professional manner to maintain a pleasant working environment free of all forms of harassment.

GUIDELINES FOR INVESTIGATING CLAIMS OF HARASSMENT

These guidelines are intended to support NLMK Indiana’s Harassment Policy (including policy on sexual harassment) (hereinafter referred to as the “Harassment Policy”). The Harassment Policy, and thus these guidelines, are intended to deal with conduct affecting NLMK Indiana Employees at the job site which may constitute illegal harassment as identified in federal and/or state statutes, specifically 42 USC Sec. 2000e, et. Seq. (“Title VII”). The Harassment Policy, and these guidelines, are not applicable to conduct not specifically prohibited by Title VII.

I. WHEN AN INVESTIGATION IS REQUIRED:

- A. Any complaint of sexual or other type of harassment made by an Employee, no matter how frivolous the claim may appear, should be taken seriously and promptly investigated.

Even if the Employee indicates that he or she does not want to make a “formal complaint,” the Company should, nevertheless, investigate the matter to avoid future disputes. Therefore, the claim must be investigated.

- B. The duty to investigate should be explained to the Employee and the Employee should be assured that the matter will be handled as discreetly as possible.
- C. If the situation involves a represented Employee, the matter will be coordinated with the Union

II. TIME OF INVESTIGATION:

- A. The investigation should be initiated as soon as possible after the complaint is received. The investigation should be concluded as soon as possible, depending on the nature and complexity of the allegations.
- B. The results of the investigation as well as what action, if any, should be taken, should be communicated to the parties involved as soon thereafter as possible.

III. SELECTION OF THE INVESTIGATOR:

- A. Human Resources, in conjunction with the Union when appropriate, shall have the primary responsibility for investigating complaints of harassment involving represented Employees. Human Resources and the Union should share any pertinent information derived from such investigations.
- B. Human Resources shall be responsible for investigating harassment complaints involving a non-represented Employee in accordance with these guidelines.

- C. The Investigator shall be an individual who has authority to recommend and/or make disciplinary decisions with regard to all hourly and salaried personnel at that location.
- D. The Investigator shall have been trained to investigate allegations of harassment.
- E. The Investigator shall never be the complainant's direct-line supervisor.
- F. Consideration should be given to selecting Investigators who will put the complaint at ease and, if possible, at least one (1) of the Investigators should be from the same protected class as the complainant, i.e., a female to investigate a female's allegations of sexual harassment.
- G. In some cases, special Investigators from outside Human Resources may be considered, i.e., attorneys.

IV. THE INVESTIGATION:

Investigators shall be sensitive to the seriousness of the allegations, the privacy of each party involved and the potential impact of unsupported allegations. These factors, however, shall not preclude an Investigator from completing a thorough investigation of all allegations of harassment.

It should be noted that these guidelines are general instructions intended to assist in the investigation of sexual and other type of harassment complaints. Investigators have wide latitude and complete discretion in conducting the investigation. Strict adherence with these guidelines may not be appropriate in every situation.

- A. Interview the Complainant:

1. Reiterate the Company's commitment to providing a work environment free from illegal harassment, and that harassment will not be tolerated.
2. Give the Complainant a copy of the Harassment Policy, and answer any questions the Complainant may have after reading the Harassment Policy, or direct the Complainant to someone at that location who can answer the Complainant's questions.
3. Assure the Complainant that the matter will be kept as confidential as possible, and that the Complainant will not suffer any adverse consequences for reporting, in good faith, the alleged conduct.
4. Advise the Complainant that the Company takes all such complaints seriously, and that a thorough investigation will be undertaken, and that the Complainant will be advised of the results.
5. Obtain a complete list of each act or statement that is alleged to be offensive or to constitute sexual or other harassment.
6. Have the Complainant identify the precise time period during which the offensive act(s) or statement(s) occurred. It is suggested that the Investigator obtain the following information with respect to each act or statement identified by the Complainant:
 - i. When?
 - ii. Where was the Complainant when the incident occurred?

- iii. Who was present?
- iv. Did or could anyone overhear or observe the incident?
- v. What was the context of the act, statement or gesture (i.e., what was said before and after the incident)?
- vi. What was the Complainant's response to the act, statement or gesture?
- vii. Did the Complainant tell the Accused or otherwise indicate to the Accused that the act or statement was offensive or unwelcome? How?
- viii. What was the Accuser's reaction to the Complainant's response?
- ix. Has the Complainant spoken with anyone else about the incident? If so, who? What was said, and when did the conversation take place?
- x. Did the Complainant make any notes or tape recordings of the incident?
- xi. What was the nature of the Complainant's working relationship with the Accused prior to the incident?
- xii. Did the Accused continue the subject conduct after the Complainant expressed objection?
- xiii. Has the Complainant read or seen the Company's Harassment Policy and complaint procedure?

7. Request copies of any offensive written materials (i.e., jokes, cartoons, letters, etc.).
8. What has been the impact of the alleged conduct on the Complainant, (i.e., has the Complainant sought counseling, lost time from work, etc.).
9. The Investigator or the Complainant should prepare a written account of all incidents of harassment reported by the Complainant prior to proceeding further with the investigation.
 - i. If the Investigator prepares a written account, he/she should ask the Complainant to review the document for accuracy and completeness and to sign the document if it is an accurate account of the events.
 - a) If the Complainant indicates the document is inaccurate or incomplete, the Investigator should request a detailed supplement listing each inaccuracy and/or additional fact prior to proceeding with the investigation.
 - ii. If the Complainant prepares the document, the Investigator should make sure the document prepared by the Complainant includes every incident of harassment reported by the Complainant and should ask the Complainant to sign the document as an acknowledgement of its accuracy and completeness.

- B. Advise supervision that the Investigators will be in the area to investigate the allegations.
- C. Interview other Employees who might have relevant information.
 - 1. Assure each Employee (“Witness”) that the matter will be kept confidential and that the Witness shall not suffer adverse consequences for participating in the investigation.
 - 2. Reiterate the Company’s commitment to providing a work environment free from illegal harassment and that harassment will not be tolerated.
 - 3. Request that the Witness does not discuss the matter with anyone.
 - 4. The Investigator must be careful not to indicate to the Witness whether he/she believes or disbelieves what the Complainant has alleged.
 - 5. If the Complainant is alleging a hostile work environment, interview as many witnesses as possible in the Complainant’s department. Particular emphasis should be focuses on other Employees in the same protected class as Complainant.
 - 6. The Investigator should obtain all relevant facts within the Witness’ personal knowledge relating to the conduct of the Accused towards Employees in general, and the Complainant specifically.
 - 7. Request copies of any offensive written materials (i.e., jokes, cartoons, letters, etc.) which the Witness may have in his/her possession relevant to the investigation.

8. A written statement should be prepared, preferably in the Witness' own handwriting, and signed by the Witness.

D. Interview the Accused:

1. Inform the Accused of each allegation that has been made against him or her.
2. Reiterate the Company's commitment to providing a work environment free from illegal harassment, and that harassment will not be tolerated.
3. Give the Accused a copy of the Harassment Policy and answer any questions the Accused may have after reading the Harassment Policy, or direct the Accused to someone at that location who can answer the Accused's questions.
4. Assure the Accused that the investigation is being conducted discreetly, and that the matter will be kept confidential to the extent possible.
5. The Investigator must again be careful not to indicate to the Accused whether he/she believes or disbelieves what the Complainant has alleged.
6. Obtain the Accused's response to each act or statement alleged by the Complainant has alleged:
 - i. Did the Accused make the statement alleged by the Complainant?
 - ii. With respect to any statement or act the Accused admits, what was the Complainant's response?
 - iii. If the statement or act is denied, has he/she ever used such

language, or engaged in such conduct toward the Complainant in the workplace or at any other time?

- iv. Has the Accused ever touched the Complainant?
- v. If the Accused denies the allegations, explore possible motives of the Complainant for making the complaint.
- vi. Has the Complainant ever given the Accused reason to think conduct alleged would be welcome, or at least not objectionable?
- vii. Describe the Accused's working relationship with the Complainant before the complaint was made.
- viii. How long have the Accused and the Complainant known each other, and have they ever socialized outside the workplace?
- ix. Is there anyone else the Accused thinks the Investigators should talk with regarding the complaint?

- 7. The Investigator should obtain a written statement, preferably in the Accused's talk with handwriting and signed by the Accused.

E. Interview the Accused's Supervisor

- 1. Reiterate the Company's commitment to providing a work environment free from illegal harassment and that harassment will not be tolerated.

2. Did the Complainant report the conduct directly to the supervisor before a formal complaint was made?
3. If the Complainant did report the conduct to the supervisor before a formal complaint was made, what was the supervisor's response?
4. Was the supervisor in a position to observe the alleged conduct?
5. Were rumors circulating, or was the issue of the Accused's conduct ever discussed in the supervisor's presence?
6. Is the supervisor aware of any conflict that existed between the Complainant and the Accused before the formal complaint was made?
7. Has either the Complainant or the Accused has any disciplinary problems that would not be in the Human Resources file for each respective Employee?
8. If the complaint is a hostile work environment claim, does the supervisor have any knowledge of, or ever participated in, any joking, innuendo or bantering relating to the protected class involved?
9. Does such conduct ever occur in the supervisor's presence?
10. If the Complainant claims retaliation, has the supervisor noticed any change in the Accused's behavior toward the Complainant since the complaint was made?
11. Remind the supervisor that it is his/her responsibility to respond promptly and appropriately whenever he/she learns of

conduct or potential conduct, which may constitute harassment.

- F. Review the Human Resources file of both the Complainant and the Accused.
- G. If Accused is a supervisor of the Complainant, and Complainant alleges retaliation by the Accused, review the personnel file of the Complainant to determine if it contains negative references to the Complainant flowing from the alleged violation of the Company's Harassment Policy.
- H. Review prior civil rights matters involving either the Complainant or the Accused.
- I. Conduct follow-up inquiries
 - 1. If the investigation reveals new information that needs to be discussed with the Complainant, the Accused or any other Employee who has information relevant to the complaint, the Investigators should conduct follow-up inquiries before concluding the investigation.
- J. Findings – Recommendation / Decision – Appropriate Action
 - 1. Upon conclusion of the investigation, the Investigator shall either:
 - i. Make a finding with regard to the allegations of the Complainant and shall determine the appropriate response. If the Investigator determines the appropriate response, the Investigator shall then take whatever steps are necessary to implement the appropriate action; or

- ii. Make a finding with regard to the allegations of the Complainant, and recommend the appropriate remedial action.
2. Appropriate remedial action may take the form of discipline, and may range from no action where allegations are not substantial to discharge.
3. If the allegations of the Complainant are substantiated, input from the Complainant should be sought and considered. Any decision affecting the Complainant should be thoroughly discussed with the Complainant and documented. Documentation of the discussion with Complainant should be signed by the Complainant to acknowledge the accuracy of the documentation, and the non-retaliatory motive of the decision.
4. Consideration should be given to possible discipline of Accused's supervisor, if the Investigator concludes that the Accused's supervisor knew or had reason to know of inappropriate conduct, but failed to take appropriate steps, or failed to advise the Complainant of the established complaint procedure.
5. Action taken should be consistent with the Company's disciplinary policy and without regard for the position held by the Complainant or the Accused.
6. Disciplinary action taken in response to the investigation of a harassment complaint is subject to the provisions of any applicable basic labor agreement with respect to represented Employees.

7. Disciplinary action taken in response to the investigation of a harassment complaint is subject to the salary complaint procedure with respect to non-represented Employees.

K. Communicate the Decision:

1. The decision should be communicated to the Complainant and the Accused as soon as possible after the investigation is completed.
2. If discipline has resulted from the investigation, communication shall first be made to the Employee receiving the discipline (and/or shall be consistent with the provisions of the applicable basis labor agreement with respect to represented Employees).
3. If the Accused is a non-represented Employee and discipline has resulted from the investigation, the Employee receiving the discipline should be advised of what rights, if any, he/she has pursuant to the salary complaint procedure, and should sign an acknowledgement that he/she has been advised of his/her rights.
4. In addition to any verbal communication of the decision to the Complaint, the Complaint should be given a written memorandum advising the Complainant of the outcome of the investigation and the action to be taken. The memorandum should reiterate the Company's strong commitment to a workplace free of illegal harassment and should state that any

recurrence should be immediately reported to the appropriate person.

5. The decision should be communicated to other management or persons with a need to know, again reiterating the Company's opposition to harassment, as well as the need for confidentiality.
6. If the claim is a hostile environment claim, the Company may need to talk with each Employee involved to make sure he/she understands that such conduct will not be tolerated and that disciplinary action will be taken against any Employee found to have engaged in offensive conduct of a harassing nature.

L. Maintain the Investigation File

1. With respect to represented Employees, to the extent it is germane, the provisions of the applicable basic labor agreement shall govern; however, a separate file should be maintained containing all documents relating to the investigation. No investigation documents should ever be placed in the personnel file of either party. Action taken as a result of the investigation shall be recorded as in the normal course of business.

M. Monitor the Situation

1. The Investigator should monitor the situation for approximately two (2) months after the investigation is concluded by asking the Complainant whether the conduct has recurred. If the Complainant indicates that the conduct has not

recurred, the Investigator should place a memorandum to that effect in the investigation file.

Section 27.4: Safety Policy & Procedures: Employees must, at all times, abide by the policies and procedures defined in this Agreement and in the NLMK Employee Health and Safety Manual. Violations are subject to procedures defined in Article 29.

Section 27.5: Drug and Alcohol Policy & Procedures: Employees will abide by policies and procedures related to drugs and alcohol as defined in this Agreement.

The Employer and the Union are committed to providing a drug and alcohol free work environment: drug and alcohol abuse may be an individual health problem, but it poses a severe hazard and a direct threat to collective safety and security of the workforce.

Consequently, the use, possession, distribution or dispensing of a controlled substance or alcohol on the Employer's premises or working impaired by the influence of such substances is strictly prohibited and will not be tolerated. An Employee is subject to immediate discharge for:

- a) working impaired, under the influence of a controlled substance or alcohol;
- b) use or possession of a controlled substance or alcohol on the Employer's premises;
- c) use of a controlled substance while conducting Employer's business off premises;
- d) manufacture, distribution or dispensing of a controlled substance or alcohol on the Employer's premises;
- e) a conviction for the unlawful manufacture, distribution or dispensing of a controlled substance, even off premises;
- f) refusal to submit to a drug and/or alcohol test as prescribed by this Agreement.

As a condition of employment, Employees must abide by the terms of the Drug and Alcohol Policy and must also report any conviction under a criminal drug statute to the Employer. A report of such conviction must be made within five (5) days after conviction, as mandated by the Drug Free Workplace Act.

DRUG AND ALCOHOL POLICY AND PROCEDURE

1. Policy Statement:

It is the Employer's intent and obligation to provide a drug/alcohol free healthful, safe and secure work environment. The Employer and the Union recognize drug and alcohol abuse as a potential health, safety, and security problem. The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the Employer has established its confidential Employee Assistance Program (EAP) for Employees with problems of a personal nature, including alcohol and substance abuse, and the parties of this Agreement urge Employees who have such problems to utilize the Program's services.

The specifics of the established Drug and Alcohol Policy are as follows:

Definitions:

- A. **Alcohol:** Ethyl alcohol
- B. **Prohibited Items & Substances:** All illegal drugs and controlled substances (including look-alike drugs and designer drugs), alcohol beverages, and drug paraphernalia in the possession of, or being used by, an Employee on the job or the premises of the Employer.
- C. **The Employer Premises:** All property, facilities, land, building, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer, including all job sites or work location over which the Employer has responsibility.
- D. **Employees:** Bargaining Unit persons covered by the Agreement and all management.

- E. **Accident:** An event resulting in injury to a person or damage of property totaling \$50.00 or more to which an Employee contributed as a direct or indirect cause.
 - F. **Reasonable Cause:** Erratic or irrational behavior or extreme mood shifts by an Employee including but not limited to noticeable imbalance, incoherence, and disorientation; poor motor coordination, slurred speech, detection of alcohol or substance on breath, which would lead to a person of ordinary sensibilities to conclude that the Employee is under the influence of drugs and/or alcohol. Observed possession or use of substance on NLMK premises also constitutes reasonable cause.
 - G. **Under the influence:** Any mental, emotional, sensory or physical impairment due to the use of drugs or alcohol.
 - H. **Test:** The taking and analysis of anybody component sample, whether by blood, breath, urine, or in any other scientifically reliable manner, for the purpose of identifying, measuring or quantifying the presence or absence of drugs and/or alcohol.
 - I. **Positive Test:** A positive test for alcohol is a breath or blood alcohol count of .02 or greater. Positive test for illegal drugs when the levels for illegal drugs as herein described are reached and/or when the test cannot be conclusively considered negative.
2. Substance for Testing for Job Impairment:
- A. **Alcohol:** An Employee is deemed unable to perform his or her assigned duties safely if the percent of alcohol is equal to that of .02 percent or greater.
 - B. **Prohibited Drugs:** Ten key drugs are to be tested for by urinalysis, and will be determined positive if at or above the following levels:

<u>Drug</u>	<u>Initial Test EMIT (Ng/ML)</u>	<u>Confirmation (GC/MS)</u>
Marijuana	50	15
Cocaine	300	150
Opiates	2000	2000
Phencyclidine	25	25
Amphetamines	1000	500
Barbiturates	300	300
Methamphetamine	1000	500
Methadone	300	300
Benzodiazepine	300	200
MDMA	500	250

3. **Drug & Alcohol Testing:**

Employees will be tested for drug and/or alcohol use in the following instances:

As part of the post-offer pre-employment physical examination, testing shall verify absolute abstinence as a condition to obtaining employment.

- A. Upon the occurrence of a workplace injury that warrants medical attention beyond on-site first aid.
- B. Upon the occurrence of an accident on the Employer's premises, if warranted by investigation.
- C. When there is reasonable cause to believe that an Employee is under the influence of drugs and/or alcohol, thereby jeopardizing workplace safety or job performance.
- D. When an Employee returns to work from a leave of absence that exceeds six (6) months.
- E. When an Employee is placed on a six (6) month Disciplinary Probation as defined in the Discipline & Discharge Policy.
- F. In addition, random testing will also be a part of this policy.

4. **Testing Procedures:**

Employees to be tested will be required to sign a consent form and chain of custody form assuring proper documentation and accuracy. If an Employee refuses to sign a consent form authorizing the test,

he or she shall be terminated and such termination for refusal to sign an authorization form shall not be subject to the grievance and arbitration procedure of the Working Agreement. The Employee will be assured that the results of his or her test(s) will be kept confidential as provided by this policy.

Drug and alcohol testing will be conducted by an independent accredited laboratory (National Institute of Drug Abuse), and at the employer's discretion may consist of breath, blood or urine tests, or all or any other scientifically reliable manner. Alcohol testing shall be performed utilizing a Breathalyzer or any other scientifically reliable manner. If a Breathalyzer is not available at the testing facility, the Employee shall be afforded the opportunity to be taken to another testing facility with a Breathalyzer available or will consent to give a blood alcohol test. The Employer reserve the right to utilize a Breathalyzer on Company properties to test for the presence of alcohol, in lieu of other clinical testing, by an authorized Officer of the Law.

Laboratory testing procedures will conform to the procedures specified in the National Institute on Drug Abuse ("NIDA") guidelines for federal workplace drug testing programs, dated May 1, 1998 and as may be amended hereafter by NIDA

Initial and confirmatory laboratory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines, as shown in Section 3B, (and as they may be amended) shall be regarded as "positive" and shall conclusively establish that the tested Employee was under the influence of drugs. Any test which cannot be conclusively tested as positive or negative shall be deemed as a positive result and the tested Employee shall be deemed to be under the influence of drugs.

Random Drug Testing will be conducted directly by the laboratory drug testing process.

Initial and confirmatory (or Breathalyzer) test results which meet or exceed the level of blood alcohol established in the Federal Department of Transportation, of the State that the work-site is located in, (.08 in the State of Indiana), as legally intoxicated shall conclusively establish that the tested Employee was under the influence of alcohol.

The cost of initial testing will be borne by the Employer.

All samples shall be taken in sufficient quantity as to allow for re-testing. Any portion not used in the test will be reserved by scientifically reliable means for one (1) year following a positive test. Any Employee whose test result is positive may elect, at his or her expense, to have the remaining portion, or part thereof, re-tested by the same laboratory or other laboratory satisfactory to the Employer and Union, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. Positive results of said re-testing shall be conclusive as to the presence of alcohol or drugs. The failure to take a sufficient sample, or to preserve such sample, to allow for re-testing, shall not affect the eligibility of an Employee to re-test. All Employees who tested positive shall have seventy-two (72) hours to appeal the results of the test and request the re-testing of the remaining samples at their own expense. If the results of the second test prove negative, the Employer will have the remaining portion tested a third (3) time by the same laboratory or other laboratory satisfactory to both parties at the Employers expense. If the third (3) test proves negative, the Employer shall reinstate that Employee with all back pay and reimburse the expense incurred for the re-testing. If the third test proves positive, such results shall be deemed conclusive. When the Employee's appeal for re-testing is denied for reasons beyond his control, such as clinic error with initial sample, the retest will be at the Employer's expense.

All aspects of this program except where otherwise stated, shall be subjected to the grievance and arbitration procedures of the Working Agreement except herein prescribed.

5. Employee Assistance Program:

Alcoholism and drug abuse are recognized by the Company and the Union to be treatable conditions. Without detracting from the existing rights and obligations of the parties recognized in this policy, the Company and the Union agree to cooperate at the plant level in encouraging Employees afflicted with alcoholism or drug abuse to undergo a coordinated program directed to the objective of their rehabilitation. In order to assist Employees and to provide a safe working environment, an Employee may request assistance at any time before it is known that he has been selected or is eligible for drug and alcohol testing. The Employee will be placed on a personal leave of absence to receive treatment as recommended by the EAP for a period of one (1) month or until the Employee is released back to work by their treating physician not to exceed three (3) months. The Employee's personal health care benefits will continue during this period.

When an Employee requests assistance for drug and alcohol issue prior to being selected or scheduled for testing his request for assistance will not be used as the cause for discipline or termination. However, once the Employee completes treatment and returns to work after being on leave, they will be eligible for drug and alcohol testing as per the policy. Should testing take place and the results are positive, they will be terminated.

The Employee is responsible for keeping the Employer informed as to his or her progress in the program and must provide documented proof of successful completion of the program. The Employee may be asked to sign a release of confidential information by the EAP for communication with the Company.

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter.

6. Random Testing:

All Employees will be tested on an irregular unannounced schedule not to exceed eight (8) times in a calendar year. This method is the only way to apply non-discriminatory, non-selective testing.

Testing is to be conducted using Employee Social Security numbers, to assure confidentiality, a random selection process will be administered to select the maximum of fifteen (15) Employees who will be tested for alcohol and drugs. The process will be supervised by the Human Resources Department and the Union but the actual selection will be conducted by an independent random drug testing service. At the time of random selection, all Employees who are scheduled for work during the week of the process are eligible for random testing. An Employee could be selected more than once in any given calendar year. Should an Employee be on vacation or leave during the week of random testing they will be excluded from the process until it is conducted the next month.

The Human Resources Department will be informed by the random testing service of the Social Security numbers of the Employees selected. A representative from Human Resources and a representative from the Union will identify the selected Employees to ensure that the Employees selected are the Employees that are tested. Human Resources will inform the Employee's department supervisor in a confidential manner that the Employee has been selected for random drug and alcohol testing. The supervisor will confidentially notify the Employee that they have been selected for random drug testing and will release them from their duties prior to the scheduled drug test.

7. Disciplinary Action:

As per the Agreement, the use, possession, distribution or dispensing of a controlled substance or alcohol on the Employer's premises or working impaired by the influence of such substances is strictly prohibited and will not be tolerated and subject an Employee to immediate discharge.

When an Employee is tested for drugs and or alcohol, as provided under Section 4 of this policy, if the Employee's test results are non-conclusive and require additional testing, the Employee will be suspended immediately until test results are available. If the test results prove negative, the Employee shall be reinstated with full back pay for any scheduled days.

An Employee who refuses to comply with testing procedures or who intentionally adulterates a test will be immediately terminated without recourse of the grievance and arbitration procedure of the Agreement.

Employees, who are found in possession of alcohol, drugs or are found selling or distributing alcohol or drugs on the Employer's premises, shall be suspended subject to discharge. In addition, as per the Agreement, the use of a controlled substance while conducting Employer's business off premises; manufacture, distribution or dispensing of a controlled substance or alcohol on the Employer's premises or a conviction for the unlawful use, manufacture, distribution or dispensing of a controlled substance, even off premises shall constitute grounds for immediate termination.

Effective immediately, a positive test for alcohol is defined as a BAC of .08 or above. Employees testing at a level of BAC equal to or greater than .02 but less than .08 which also constitutes a positive test, will be suspended for the balance of the shift and required to undergo EAP assessment and treatment. A

second positive test of equal to or greater than .02 but less than .08 will constitute cause for suspension. In the effort to provide Employees the opportunity to address alcohol abuse or dependency the Employee will be suspended for the period of one (1) year. The Employee will be required to take part in a structured rehabilitation program directed by the recommendations of the EAP. Employees will be subject to monthly random testing through the EAP's direction. Monthly reports of the Employee's progress in remaining drug and alcohol free will be reported to the Company. Once the rehabilitation process is complete, the Employee will be required to pass drug and alcohol screening tests and a physical before being allowed to return to work. If at any time during the rehabilitation process the Employee fails drug and alcohol testing they will be terminated immediately. With the exception of the benefit of rehabilitation services through the Company's EAP provider, the Employee will not be eligible for any other benefits during this period. Once eligible, they will return to their previous sequence. The Employee will be placed on a six (6) month probationary period and will be subject to random testing not to exceed three (3) tests. These random tests may be in addition to the standard monthly random testing. Should the Employee test positive again for drugs or alcohol at any level within the life of their employment at NLMK Indiana, they will be terminated immediately without recourse to the grievance procedures of the Agreement.

If an Employee tests for alcohol at the level of .08 or above the Employee will be suspended immediately. In the effort to provide Employees the opportunity to address alcohol abuse or dependency the Employee will be suspended for the period of one (1) year. The Employee will be required to take part in a structured rehabilitation program directed by the recommendations of the EAP. Employees will be subject to monthly random testing through the EAP's direction. Monthly reports of the Employee's

progress in remaining drug and alcohol free will be reported to the Company. Once the rehabilitation process is complete, the Employee will be required to pass drug and alcohol screening tests and a physical before being allowed to return to work. If at any time during the rehabilitation process the Employee fails drug and alcohol testing they will be terminated immediately. With the exception of the benefit of rehabilitation services through the Company's EAP provider, the Employee will not be eligible for any other benefits during this period. Once eligible, they will return to their previous position sequence. The Employee will be placed on a six (6) month probationary period and will be subject to random testing not to exceed three tests. These random tests may be in addition to the standard monthly random testing. Should the Employee test positive again for drugs or alcohol at any level within the life of their employment at NLMK Indiana, they will be terminated immediately without recourse to the grievance procedures of the Agreement.

A positive test for prohibited drugs shall be consistent with the guidelines established by the DOT and will be subject to immediate suspension. The prohibited drug list is included in the Policy Manual for NLMK Indiana. In the effort to provide Employees the opportunity to address substance abuse or dependency the Employee will be suspended for the period of one (1) year. The Employee will be required to take part in a structured rehabilitation program directed by the recommendations of the EAP. Employees will be subject to monthly random testing through the EAP's direction. Monthly reports of the Employee's progress in remaining drug and alcohol free will be reported to the Company. Once the rehabilitation process is complete, the Employee will be required to pass drug and alcohol screening tests and a physical before being allowed to return to work. If at any time during the rehabilitation process the Employee fails drug and alcohol testing they will be

terminated immediately. With the exception of the benefit of rehabilitation services through the Company's EAP provider, the Employee will not be eligible for any other benefits during this period. Once eligible, they will return to their previous sequence and will be placed on a six (6) month probationary period and will be subject to random testing not to exceed three (3) tests. These random tests may be in addition to the standard monthly random testing. Should the Employee test positive again for drugs or alcohol within the life of their employment at NLMK Indiana, they will be terminated immediately without recourse to the grievance procedures of the Agreement.

When an Employee's drug test results are non-conclusive they will not be permitted to drive. Employees who register .08 or above on the Breathalyzer will also be prohibited from driving. Security personnel will assist Employees in arranging for transportation home. Employees who fail drug and alcohol will be allowed to pick up their vehicle the next day.

An Employee may approach the Employer or Union at any time to seek assistance for problems with drugs and alcohol. However, any Employee who tests positive for an alcohol content of .08 or higher or for Prohibited Items & Substances a second time during the life of the Working Agreement, and/or tests positive any time subsequently from alcohol after having failed a breath alcohol test at .02 but below .08 even after taking part in a rehabilitation program, will be terminated immediately. Such termination for a second (2) occurrence of failing testing for alcohol shall not be subject to the grievance and arbitration procedure of the Agreement.

8. Invalidation:

When any provision of this policy is determined to be invalid or unenforceable by a court of competent

jurisdiction, the parties to this Agreement will meet and negotiate concerning ways to render such provision valid. Invalidation of a portion of this policy shall not affect the remainder of the policy.

Section 27.6: Workplace Violence Policy: Any threats or any acts of violence are strictly prohibited at NLMK INDIANA. Employees involved in threats and or acts of violence will be disciplined, including immediate discharge as in accord with the Workplace Violence Policy.

Workplace Violence Policy

NLMK Indiana will not allow threats of violence or actual violence, statements or actions that may impact the safety and security of our workplace and/or Employees.

NLMK Indiana has established this policy with the aim of deterring and handling any potential workplace violence. Any acts or threats of violence by any Employee, former Employee or individual while on Company property are expressly prohibited. NLMK Indiana has a zero-tolerance policy for workplace violence and will not condone any acts or threats of violence against its Employees, guests, vendors, or customers or clients by any individual on Company property.

Workplace violence includes, but is not limited to, verbal and physical harassment, intimidation, threats or assaults on Employees at work, or related to work, whether in the workplace, on Company property, or as a result of work.

Unacceptable behavior includes, but is not limited to:

- Verbal threats;
- Carrying weapons into the workplace, or attempting to do so;
- Threatening conduct, such as intimidating others or showing a weapon;
- Taking violent action against a coworker, Supervisor or member of Management;
- Unwanted physical contact or threats of such contact;
- Physical assault and/or battery; or
- Stalking

If you are subjected to such unacceptable behavior, you should immediately report the incident to your Supervisor, any member of Management, Human Resources or ILA Official. NLMK Indiana will promptly and thoroughly investigate any such report as in accord with the procedures of the Harassment Policy. As part of its investigation, NLMK Indiana may notify appropriate legal authorities.

If NLMK Indiana determines that a violation of this policy has occurred, it will take immediate, appropriate corrective action. Such action may include discipline, up to and including immediate termination, notifying appropriate legal authorities, and/or taking legal action against the Employee found to have violated this policy.

This policy applies to the conduct and statements by all current and former Employees, or any other persons doing business with NLMK Indiana, and/or NLMK Indiana's premises. To deter workplace violence, NLMK Indiana will take appropriate action to ensure facility premises are secure to the extent reasonably possible.

If you become aware of actual or potential workplace violence, immediately notify your Supervisor, any member of Management or Human Resources. Anyone found to have violated this policy will be subject to discipline up to and including termination. Disciplinary action for violating this policy is active for an Employee's entire term of employment.

Section 27.7: Employer Rights and Limitations: The Employer retains the right, throughout the term of this agreement, to formulate such rules, policies and standards of conduct for its Employees as it, from time to time, deems necessary for the proper conduct of its business.

Such rules, policies and standards of conduct may be amended, modified or changed at any time by the Employer, upon written notice to Employees and the Union, at least forty-eight (48) hours prior to implementation.

The promulgation of such rules, policies and standards of conduct are the Employer's prerogative and will not be

subject to review. However, the Union will be informed and reserves the right to discuss with the Employer, through the Labor/Management Committee, any changes in work rules or procedures prior to distribution of such changes to Employees.

Section 27.8: Discrepancies: It is recognized and agreed that any Standards, Policy and/or Rules shall not be inconsistent and/or detrimental to any procedures and/or conditions prescribed within this agreement. When there is a discrepancy between such Standards, Policy and/or Rules, and this agreement, this agreement shall take precedence.

ARTICLE 28

ATTENDANCE & TARDINESS

Section 28.1: Attendance Policy: Employees are required to report to work when scheduled, on time. Employees are expected to have changed, clocked in and be at their workstations to relieve their fellow-workers fifteen (15) minutes ahead of a scheduled shift change. Failure to report to a workstation by the time of a shift change amounts to tardiness, which is subject to procedures defined in Article 28. Failure to call in, at least thirty (30) minutes or more prior to the start of a shift change and report inability to report to work, on time, is subject to procedures defined in Article 28.

ATTENDANCE & TARDINESS POLICY

The conduct of our Employees directly affects the efficient and orderly operation of our plant. Proper conduct of our Employees is necessary for proper and uninterrupted production. Excessive absenteeism or tardiness is extremely disruptive to work schedules. When an Employee is absent or late, an unfair burden is imposed on other Employees in the field. In addition, reassignment of labor in replacing absent Employees from other fields may result in lower productivity.

For these reasons, infractions for absenteeism and tardiness cannot be tolerated. This policy will be strictly enforced, in compliance with **Article 9, Section 9.8, Article 27, Section 27.4, and Article 29, Sections 29.1 and 29.2** of the **NLMK Indiana and International Longshoremen's Association (ILA) Local 2038 Agreement**. The following system and guidelines will be used as a basis for disciplinary action on absenteeism and tardiness.

1. Absences from Scheduled Work

- A. One (1) point will be charged to an Employee's record for each absence.
- B. Consecutive days missed not to exceed three (3) days, due to an illness or injury shall not count as more than one (1) point, provided; however, that the illness is verified by a medical doctor's note giving the date of treatment and stating that absence from work on the dates involved was necessary. An Employee may compress absences due to illness two (2) times within a calendar year.
- C. One point will be charged to an Employee's record if he/she fails to call off for an absence or calls off thirty (30) minutes or less prior to the start of the shift.
- D. No points shall be charged for days missed due to jury duty, bereavement, disciplinary suspension, military duty, accidental on-the-job work-related injuries or FMLA eligibility.
- E. An Employee who leaves early without management's approval and/or proper relief shall be considered insubordinate and will be subject to Article 29 of the Agreement.

2. Incomplete Work Shifts

- A. An incomplete work shift is defined as any shift, which an Employee works less than the hours the Employee is scheduled to work.
- B. One-half (1/2) point will be charged to an Employee's record for each incomplete work shift in which they report late or have an early

quit. An Employee who leaves early (works less than 25% of the scheduled hours for the day), shall be considered absent, see 1. A above.

- C. One (1) point will be charged to an Employee's record for each incomplete work shift in which they report late and have an early quit.

3. Missed Time Clock Punches

- A. After the fourth (4th) missed punch in the twelve (12) month period, Employees who fail to punch the timeclock will be charged with one-half (1/2) point per each failed punch not caused by time clock or timecard malfunction.

4. Corrective Discipline

- A. Points will accumulate on a continuous twelve- (12) month basis.
- B. Corrective disciplinary action will be as follows:

Accumulated

<u>Points</u>	<u>Discipline</u>
8	Verbal Written Warning
9	Written Warning
10	One (1) Day Suspension
11	Three (3) Day Suspension
12	Seven (7) Day Suspension
	Pending Termination

5. Habitual Violator

Employees who remain in the suspension stage for 6 consecutive months will be considered Habitual Violators and will be placed on disciplinary probation for a period of twelve (12) months.

6. Good Attendance Award

Employees who do not incur any points during a continuous six (6) month period will be allowed to drop one (1) point off their attendance record. The

one (1) point that will drop off will be the oldest active point.

Call Off Procedure:

When it is necessary for you to notify your Employer that you are not able to report for work on time, or that you will be absent, it is extremely important that your call be accurately routed and recorded. All call offs should be made at least thirty (30) minutes before the start of the Employee's scheduled shift.

As such, NLMK Indiana has installed an electronic voice mail system as a tool to help manage this communication and ensure that the supervisor is properly notified. A voice recording is made to ensure that this information is not lost. Your supervisor will be able to access call off information immediately. The voice mail recording will not be cleared until the departmental clerk creates a written document of the call off.

1. Employee calls designated call-off number 219-787-6598.
2. Employee will follow directions as given:
 - 2.1 Indicate department of work by pressing either "1" for Melt Shop; "2" for Hot Strip Mill; "3" for Shipping; "4" for Maintenance; "9" to repeat this menu".
 - 2.1 If you selected "1" for Melt Shop, you will be asked to further select either "1" for Melt Shop Furnace, or "2" for Melt Shop Caster.
3. At the beep, please give the following information:
 - 3.1 Your name;
 - 3.2 Your specific work area;
 - 3.3 The name of your Supervisor;
 - 3.4 Your expected date and time of return;
 - 3.5 Reason for absence.

The Employee must report off for each occurrence of his or her absence.

Absence Without Leave (AWOL):

Employees who do not call off within **two (2) hours** from the start of the scheduled shift when absent, present an additional hardship on his/her fellow Employees and the potentially contribute to production interruptions. When an Employee does not report to work and did not call off as per his/her scheduled shift, he/she shall be considered AWOL. This behavior requires immediate disciplinary action per **Article 29 of the Agreement** as prescribed within the **Discharge and Discipline Policy**. The discipline for this offense is as follows:

1. The first incident of AWOL will result in a **written warning**.
2. The second incident of AWOL will result in a **one (1) day suspension**.
3. The third incident of AWOL will result in a **three (3) day suspension**.
4. The fourth incident of AWOL will result in a **seven (7) day suspension subject to discharge**.
5. Each incident of AWOL also counts as an absence occurrence.
6. When absences and AWOLs occur, whichever incident incurs a disciplinary action, the most severe disciplinary action will be applied.
7. When an Employee is AWOL for **three (3) consecutive days without proper notice**, or call off, management will determine that Employee has voluntarily quit his/her job without notice and the Employee will be discharged.

The time period of AWOL consideration will be a running **twelve (12) month period** which allows for a self-cleansing of the file.

The Employer shall provide copies of attendance records to the Union on a quarterly basis.

If an Employee feels that he/she has been disciplined unjustly as a result of this policy, they may approach any one of his / her Union officers for representation.

Section 28.2: PAYROLL AND TIMECARD POLICY: It is the sole responsibility of each Employee to punch in at the time clock for each shift that he/she works. Any Employee who fails to punch the time clock is in violation of NLMK Indiana's Payroll and Timecard Policy and is subject to forfeiting any claim of pay.

In order to receive consideration for time not punched, the Employee must do the following:

1. Pick up Payroll Change Form from Supervisor or department clerk.
2. Have supervisor acknowledge hours worked, but not punched.
3. Have Payroll Change form approved/disapproved by Department Manager.
4. The decision of the Department Manager is final.
5. Return completed form to department clerk by the next Monday in order for the approved hours to be included in the current payroll. All approved Payroll Change Forms that are not turned in on time, will not be paid during current pay period.

If an Employee fails to punch the time clock for his/her shift and fails to notify the Company, it will be presumed that such Employee did not work that shift or that the Employee reported late in violation of NLMK Indiana's Absentee Policy.

If an Employee claims that the reason for not punching is due to a time clock or timecard malfunction, it must be proven that there was an actual malfunction. Payroll is able to monitor the time clocks and will make the final decision. If an Employee has lost his/her timecard they must inform their supervisor immediately and report to the payroll office to receive a new timecard. The missed punch will be counted against them.

PLEASE NOTE THAT PAYROLL WILL NOT ISSUE MANUAL CHECKS FOR FAILURE TO PUNCH THE TIME CLOCK...THERE WILL BE NO EXCEPTIONS!

ARTICLE 29
DISCIPLINE AND DISCHARGE

Section 29.1: Discipline: As prescribed in the “Discipline and Discharge Policy,” the Employer will have the right to discipline Employees for cause and will make such discipline effective without delay. Both the Union and the Employee disciplined will be notified in writing.

Section 29.2: Discharge: The Employer will have the right to discharge Employees for cause, as set forth in the “Discipline and Discharge Policy”.

The Employer agrees that an Employee should never be peremptorily discharged. Instead, in all instances when the Employer concludes that discharge is warranted, the Employee will first be suspended for seven (7) calendar days and notified in writing that he or she is subject to discharge at the end of such period. Such notice, also copied to the Union, will define the Employer’s reason for the decision to discharge. Every Employee suspended or suspended/subject to discharge will acknowledge receipt of the suspension or suspension/subject to discharge notice and will be entitled to a hearing before the end of the seven (7) calendar day suspension. An Employee who believes the discharge action to be unjust may file a grievance, as provided in Article 30.

DISCIPLINE AND DISCHARGE POLICY

In all cases pending dismissal and/or disciplinary action, the Employee must be notified in writing within seven (7) work days from the date of the incident or knowledge of the incident starting on the first day the Employee returns to work. A hearing shall be held not later than seven (7) calendar days from the date of the incident when requested by either party.

Any case where a hearing is not requested and/or not heard within the seven (7) calendar days shall be considered null and void. When an Employee incurs a suspension, it will be served as soon as is practically possible, not to exceed seven (7) calendar days. When a suspension is for multiple days, the suspension days should be consecutive.

Disciplinary actions taken for minor or routine company policy violations are as follows:

First offense Verbal Written Warning
Second offense.....Written Warning
Third offense3 Day Suspension
Fourth offense..... 7 Day Suspension subject to discharge
Sleeping first offense.....30 Day Suspension
Insubordination first offense.....3 Day Suspension

When it is proven an Employee is the primary cause of an incident and disregards standard operating procedures resulting in lost production of four (4) or more hours

First offense3 Day Suspension

When it is proven an Employee is the primary cause for an incident and disregards standard operating procedures causing substantial equipment damage

First offense:3 Day Suspension

The time period of disciplinary consideration will be a running (12) Twelve-month period, which allows for a self-cleansing of the file.

Disciplinary actions taken for major or other violations as follow are 7 Day Suspension subject to discharge:

- Fighting
- Sleeping second offense
- Possession of drugs and alcohol
- Insubordination second offense
- Harassment including Sexual Harassment

When it is proven an Employee is the primary cause of an incident and disregards standard operating procedures resulting in lost production of four (4) or more hours

Second offense:..... 7 Day Suspension subject to discharge

When it is proven an Employee is the primary cause for an incident and disregards standard operating procedures causing substantial equipment damage

Second offense:..... 7 Day Suspension subject to discharge

Section 29.3: CARDINAL SAFETY RULES: Team members are our most important asset with the safety of our team everyone's greatest responsibility, team members are defined as all Employees, visitors, and contractors that enter our property. It is our responsibility to provide a safe workplace, free from recognized hazards.

TEAM MEMBERS WILL NOT PERFORM ANY ACT THAT IS UNSAFE OR DANGEROUS TO THEMSELVES OR TO FELLOW TEAM MEMBERS.

1. Lock-out/Tag-out/Try-out procedures must be followed.
2. Confined Space Procedures must be followed.
3. Crane Boarding Procedures must be followed.
4. Never walk under a suspended load or carry a load over personnel.
5. Fall Protection Procedures must be followed.
6. Violation of any safety rule that gravely endangers themselves or a co-worker or that result in extensive equipment damage.

Discipline for infractions of the above listed rules:

1. First Offense – Employee to be suspended for three (3) scheduled days.
2. Second Offense within eighteen (18) months from the First Offense – Employee to be suspended for seven (7) scheduled days and subject to discharge (termination).

The following rules are still considered serious and should be followed at all times.

1. Use of required machinery and equipment guards. (Replacement of guards if removal is required to perform Maintenance this includes coupling guards, wheel guards, hand railing, etc.).
2. Proper use of crane signals from floor personnel.
3. Use of proper Personal Protective Equipment defined for the job the Employee is performing or the area that the Employee is assigned to (although not exclusive, this includes hard hats, safety glasses, metatarsal shoes, hearing protection and protective clothing).

4. Mobile Equipment and Cranes must be operated in accordance with documented operating procedures (although not exclusive, this includes obeying all posted traffic signs, sounding horns and sirens and wearing seat belts).
5. Horseplay and similar actions or activities is strictly forbidden.

Discipline for infractions of the above listed rules:

First offenseWritten Warning
 Second offense.....3 Day Suspension
 Third offense 7 Day Suspension subject to discharge

Section 29.4: NLMK INDIANA CRANES INCIDENT POLICY:

1. Since incidences involving cranes present a serious potential safety hazard to our Employees the following policy is being implemented. A Crane Incident is defined as any occurrence involving the cranes that is not normal crane operations. Examples of a crane incident include but are not limited to a dropped slab, running two cranes together, etc.
2. When a crane incident occurs, an investigation will be conducted immediately by a Supervisor and a Union Official. If an incident occurs on the back turns, and a Supervisor is not on shift, a Supervisor from another part of the plant may be used or one should be called in. The crane operator will be interviewed with both parties present and his/her account of the incident will be recorded in the Incident Report to be completed by the Supervisor.
3. As a part of the investigation electrical and mechanical maintenance personnel will be called to inspect the cranes for damage and to establish if the incident was caused due to mechanical failure.
 - A. If it is established that there was a mechanical/electrical failure not related to human error the error will be corrected and the operator will return to work.
 - B. If no mechanical/electrical failure is attributed to the crane incident, after they

have been interviewed, the crane operator will be sent out by the Supervisor for Drug and Alcohol testing. If the test is negative the operator will be returned to work. If the test results are non-negative the procedures in the Drug and Alcohol Policy will be implemented.

- C. If no mechanical/electrical failure is established as the cause of the incident, the crane operator will be given a Written Warning as in accord with the Discipline Policy for poor work performance and be required to take part in additional crane training as outlined by the Safety Department.

29.5 NLMK Indiana Technology Policy: It is the policy of NLMK Indiana. ("NLMK") that computer and telecommunication facilities will be used only for the lawful business activities of the Company. All information maintained in the Company computer systems, electronic mail and voice mail messaging is the property of the Company. Employees have no rights of personal privacy in connection with their use of NLMK Indiana's computer system, electronic mail system, and voice mail system. NLMK reserves the right to review Employee usage of these systems and the information contained there at any time that it, in its sole discretion, believes appropriate.

The information maintained in the Company's computer systems consists of information that is confidential, proprietary and/or of a trade secret nature. Unless expressly authorized to do so, Employees are prohibited from sending, transmitting, or otherwise distributing proprietary information, data, trade secrets, or other confidential information belonging to Company. Unauthorized dissemination of such material may result in severe disciplinary action as well as substantial civil and criminal penalties.

The following rules are designed to set forth more specific rules with respect to the Company's technology. They are meant to be illustrative of the Company's view on the use of

technology. NLMK reserves the right to modify, amend, or rescind these rules at any time:

Business Use:

All electronic and telephonic communication systems are to be used primarily for business purposes. Limited, occasional or incidental use of these systems for personal purposes is acceptable if done in an appropriate and professional manner that does not interfere with business use or working time. Each person using the electronic or telephonic communication systems of the Company for any purpose shall identify himself honestly, accurately and completely (including Company affiliation and function, where requested).

Business Form:

E-mail and voice mail messages reflect the Company image. They should be composed in a professional and appropriate manner, similar to messages sent on Company letterhead.

Computers:

You are expressly prohibited from installing any software not licensed or owned by the Company on Company computers. This includes but is not limited to screen savers, games, or software used on home computers. Computers can and will be monitored periodically as to software license compliance. It is the Company's right to delete any programs or data, or to remove any software that has been added to the Company's equipment without prior approval. Anyone using unlicensed software may be subject to disciplinary action by the Company.

Internet:

Internet access is intended to assist Employees in completing their assigned jobs. Use of the internet for non-job-related purposes is prohibited. Without prior written permission from the Company, the Company's computer network may not be used to disseminate, view or store commercial or personal advertisements, solicitations, promotions, destructive code (i.e., viruses, self-replicating programs, etc.), political material, pornographic text or images, or any other unauthorized materials. Employees may not use the

Company's internet connection to download music, games or other entertainment software (including screen savers) or to play games over the internet. Additionally, you may not use the computer network to display, store, or send (by e-mail or any other form of electronic communication such as bulletin boards, chat rooms, Usenet groups, etc.) material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise inappropriate or unlawful.

Anti-Harassment Policies Applicable:

Company policies prohibiting sexual and other harassment are applicable to electronic mail, telephonic and voice mail systems. Messages that contain foul, inappropriate, threatening or offensive language, or those containing racial, gender, gender identity, sexual orientation, age, disability, religious, national origin or ethnic slurs, or sexual innuendo, are prohibited.

Intentional Damage:

Intentionally damaging the Company's electronic or telephonic communication system or information within the system, or intentionally misusing resources or allowing another individual to do so is prohibited. Intentionally writing, producing, generating, copying, propagating or attempting to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software is prohibited.

Telephones:

NLMK Indiana telephones are available for the purpose of conducting one's job. Personal calls are to be limited.

Cell Phones and Electronic Devices:

Cell phones and other electronic devices are not to be used by Employees while on the job. If a cell phone is needed for an Employee to compete their job requirements it may only be used with the expressed permission of one's Supervisor. If an Employee needs to use his or her personal cell phone for a personal call, it must be used only when the Employee is on break or with the permission of one's Supervisor.

Unauthorized use of cell phones, texting, watching videos, playing games will subject an Employee to immediate discipline.

NLMK Indiana Radios:

The radios that NLMK entrusts to some Employees are given solely for the purpose of communicating, while completing one's job. Abuse of these radios by using them for horseplay, harassing other Employees, or other non-job related purposes will not be tolerated. Employees misusing Company radios will be disciplined pursuant to this policy.

Section 29.6 Smoking Policy: As in accord with the Laws and Regulations of the State of Indiana regarding smoking in the workplace, smoking is strictly prohibited in any of NLMK Indiana's facilities. For the purposes of this policy, all forms of vaping will be treated as smoking. Violators will be subject to discipline as per the discipline policy of this Agreement for violation of Company policy.

Smoking is only permitted outside, eight (8) feet from any building or entrance way.

ARTICLE 30

ADJUSTMENTS OF GRIEVANCE

Section 30.1: Purpose: The Employer, the Union and the Employees agree that the grievance and arbitration procedures set forth in this Article are adequate to provide a fair and final determination of all Employer, Union and Employee grievances which may arise during the term of this Agreement and that such procedures will be the exclusive remedy for the enforcement of the terms and conditions defined in this Agreement, unless such recourse is specifically precluded in this Agreement.

Section 30.2: Grievance Defined: A grievance is a complaint, dispute or controversy in which the Employer, Union or Employee claims that the other party or parties hereto have failed to carry out a provision of this Agreement.

Section 30.3: Grievance Procedure: All Employees will continue working while an Employee, the Employer and the Union apply all possible effort toward expeditious disposition or settlement of any grievance, according to the following procedure:

STEP ONE: An Employee with a grievance will first immediately approach his immediate salaried supervisor or the most appropriate manager (at the Employee's option with or without Union representation) and verbally present his grievance, seeking an informal resolution of his grievance.

STEP TWO: Should the Employee fail to resolve his grievance to his satisfaction through the informal STEP ONE process, he will initiate a formal procedure by reducing the grievance or having a Union Representative reduce the alleged grievance to writing, detailing all the facts the way he perceives them. The grievance notice, dated and signed by the Employee and/or Union Representative, must be submitted to the Employee's Department Head within seven (7) calendar days of, whichever is later, the incident or knowledge of the incident that gave rise to the grievance. Failure of the Employee to file his grievance in writing, within the time period prescribed, will result in the grievance being null-and-void.

STEP THREE: The Employer will then be allowed seven (7) calendar days after receipt of the written grievance to respond in writing. When the Employer fails to respond in writing, within the time period prescribed, the grievance will be deemed granted by default, but without setting a precedent for future grievances.

STEP FOUR: When the Employer responds in writing, within the prescribed time period, but the answer does not satisfy the Employee, the grievance may be appealed to arbitration as follows.

Section 30.4: Appeal To Arbitration: When the party upon whom a grievance is filed responds in writing (STEP THREE), but without satisfaction to the party who initiated a grievance (STEPS ONE AND TWO), the grievance may be appealed to arbitration (STEP FOUR) by either party serving a written notice of appeal to arbitration upon the other party within fourteen (14) calendar days after receipt of the written, but unsatisfactory, STEP THREE response.

Section 30.5: Employer Grievance: The Employer may initiate a grievance procedure, following the same four steps as above defined. The same deadlines for filing and response also apply to an Employer grievance. Required notices, oral or written, will be delivered by the Employer to the Designated Union Representative or the Recording Secretary of the Union.

Section 30.6: Selection Of Arbitrator: Within seven (7) calendar days after the receipt of notice to arbitrate, if the parties have not agreed upon an arbitrator, the parties will jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial arbitrators to each party. Within seven (7) calendar days after receipt of the list of names, the parties will select an arbitrator. The parties will alternate in striking one name from the list, until one (1) person remains. The last person remaining on the list will serve as arbitrator.

Section 30.7: Effect Of Arbitrator's Decision: The decision of the arbitrator will be final and binding on the Employer and Union, the Employees covered by this Agreement and upon any person involved or affected thereby.

Section 30.8: All Legitimate Arbitration Fees: In the event a grievance is denied, the party that filed the appeal to arbitration will pay all legitimate fees including the reporter's attendance fee, the cost of stenographic records furnished to

the arbitrator, the expenses of the impartial arbitrator for hearing the case before him, its own attorney fees, if any, and up to two thousand (\$2,000) dollars in attorney fees, if any, incurred by the other party. In the event the arbitrator rules in favor of the party that filed the appeal to arbitration, then the party contesting the grievance will pay all such expenses, its own attorney fees, if any, and up to two thousand (\$2,000) dollars in attorney fees, if any, incurred by the appellant.

In the event that the Union's Executive Board elects not to be represented by an attorney, but the Employee on whose behalf a grievance is filed retains an attorney to pursue an appeal to arbitration, the Employee will be required to deposit with the arbitrator, upon filing an appeal to arbitration, two thousand (\$2,000) dollars in non-recourse funds, to be applied toward the Employer's expenses for legal services should the grievance be denied.

Section 30.9: Jurisdiction of Arbitrator: No arbitrator will have jurisdiction to add to, subtract from, change, alter, modify, or amend any of the terms of this Agreement. The arbitrator will not have jurisdiction to arbitrate any question involving a change in wage rates unless specifically set forth herein. His jurisdiction will be limited to the interpretation of the provisions of this Agreement as applied to the facts.

The arbitrator will require, as a condition precedent to proceeding, strict compliance with the procedural requirements of the grievance procedure. The arbitrator will also confine any award to determining relevant facts in accordance with the federal rules of evidence and applying the Agreement's words to those facts. The arbitrator will not include impressions of personal philosophy or opinion.

Section 30.10: Hearings and Evidence: The arbitrator will afford the Employer and the Union a reasonable opportunity to present any evidence that may support their position and a reasonable opportunity to be heard in support of their respective positions. The arbitrator will hear all the testimony timely presented or offered by the parties before closing the case and reaching a decision. The parties request that the arbitrators appointed hereunder issue their decision

and award not later than thirty (30) days after the close of the hearing or the receipt of the briefs, whichever is the later.

Section 30.11: Grievance Awards: All grievance awards requiring a monetary settlement shall be paid via the payroll department.

Section 30.12: Settlement-Interpretations, Intent: When, at any time during the grievance procedure, or at any time prior to actual receipt of the arbitrator's decision, the Employer and the Union agree to settle a grievance, disposition of such grievance will be final and binding upon any person involved or affected thereby.

Any interpretation of this Agreement agreed upon by the Employer and the Union, in writing, will be final and binding upon all Employees and upon any person affected thereby.

Section 30.13: Computing Time Limitations: Holidays, Saturdays, and Sundays will not be included in the computation of time limitations wherever they appear in this Article. In applying time limitations, the date of the occurrence of an event, after which the prescribed period of time begins to run, is not to be included.

Any extension of time limitations must be submitted and acknowledged in writing, by both parties, before expiration of the prescribed time period.

ARTICLE 31

EMPLOYER'S BUSINESS AND MANAGEMENT RIGHTS

Section 31.1: Managing the Business/Directing the Work Force: It is mutually agreed that the Employer has the exclusive right to manage the business, including the right to direct the workforce, subject only to the conditions expressly set forth in this Agreement.

Management of the business includes, but is not limited to:

- determination of the type and scope of services;
- the number of facilities to be operated, and

- the methods, procedures and means of providing services and product.

Direction of the working forces includes, but is not limited to, the rights of supervision in the employment relationship such as the right to hire, transfer, rotate, promote, reclassify, lay off, suspend, discipline and/or discharge Employees for cause, limited only by the express provisions set forth in this Agreement.

Section 31.2: Employer's Exclusive Rights: Without limiting the generality of the foregoing, the Employer's business and management rights include, but are not limited to, the exclusive right to:

- direct and manage its business;
- determine all selling, pricing, advertising and financial policies and methods;
- determine all methods, processes and schedules of production;
- install new machinery, methods, materials or processes;
- change or eliminate existing machinery methods, materials or processes;
- select and determine the number and qualification of Employees required;
- direct the work force;
- assign work or shift to specific Employees or work to specific machines;
- remove or transfer operations totally or in part;
- determine and change the methods of operating its business;
- add or discontinue processes or operations in whole or in part, temporarily or permanently;
- determine and change the number of locations, relocation and nature of its operations;
- hire, assign, transfer, lay off or otherwise release Employees from duty for lack of work or other business reasons;
- adopt from time to time reasonable rules, regulations and procedures for the purposes of efficiency, safety, security and discipline.

In the event the Employer installs newly created processes at the Plant or the location covered by the scope of this Agreement, as defined in Article 2, then the Employer agrees to negotiate with the Union terms and conditions of employment for Employees hired to operate those newly created processes.

Section 31.3: Right to Subcontract: The Employer will have the right to subcontract its maintenance or repair operations, as it may see fit and deem necessary.

In the event that a turnkey project is agreed to and started, the project will be completed as long as bargaining unit Employees are not being displaced. It is the Employer's intent to assign the work to Employees who have signed up for scheduled overtime (as per Section 10.2), provided that:

Employees possess the necessary skills and are qualified to do the work;

- the work is not covered under a vendor's or manufacturer's warranty;
- special equipment is not required;
- emergency circumstances or economic justification prevent the use of Employees.

In the event that maintenance Employees are on layoff, the Employer will not subcontract maintenance work, unless it first recalls Employees from layoff, provided that:

- Employees on layoff possess the necessary skills and are qualified to do the work;
- the work is not covered under a vendor's or manufacturer's warranty;
- special equipment is not required;
- emergency circumstances or economic justification that prevents the use of Employees.

Section 31.4: Rights to Do Bargaining Unit Work: Foremen or Supervisors will have the right to perform bargaining unit work under the following circumstances:

- in emergency situations,

- when qualified Bargaining Unit Employees are unavailable;
- to troubleshoot;
- to inform and educate Employees, or to expedite production needs;
- for experimental or development purposes and/or for testing.

This right will not be used to displace Bargaining Unit Employees nor to deny Bargaining Unit Employees the opportunity to work or to learn.

Section 31.5: Non-Waiver Of Rights: The foregoing enumeration of specific rights retained by the Employer is not intended to be a waiver of any rights not listed, unless specifically surrendered in this Agreement, whether such rights have been or have not been exercised by the Employer in the past.

ARTICLE 32

MISCELLANEOUS

Section 32.1: Confidentiality: This Agreement, any other documents or records produced or acquired during the normal course of business; client's names, specifications and product requirements; manuals, policies and procedures; as well as the methods and processes in use at the Plant fall within the realm of proprietary information. Breach of confidentiality by release of proprietary information without the Employer's prior, expresses consent, is subject to disciplinary measures, including discharge.

It is understood that the Union may provide copies of this Agreement to its parent body, as well as to federal, state or local authorities, when required by law.

Section 32.2: Address and Phone Number: Each Employee is obligated to maintain in the Employer's files a current address and telephone number. Any change in address or telephone number must be submitted both to the Employer and the Union, in writing, within forty-eight (48) hours.

Section 32.3: General Opener Language: Both parties mutually agree, that should there be language not covering a certain situation, or an inadequacy in the existing language, either party, through its' LMC, may present a solution for open discussion and adopt to the Collective Bargaining Agreement. Such adoption shall be defined as a Memorandum of Understanding (MOU) and must be approved for opening by majority of the ILA Local 2038 Executive Board- NLMK IN Division representing its' Membership.

ARTICLE 33

NO STRIKES - NO LOCKOUTS

Section 33.1: The Union, its officers, members, including those within the bargaining unit recognized by this Agreement, agents, representatives and signatories to the Agreement will not direct, authorize, promote, participate or in any way sanction any strike, slowdown, suspension of work, or any other interference of any kind whatsoever, during the term of this Agreement. There will be no lockout by the Employer.

Section 33.2: The participation in, or the organization of any Union activity prohibited by Section 33.1, will constitute grounds for an immediate discharge procedure and may subject the participants to liability thereof. In the event the Employer violates the no lockout provisions of Section 33.1, then the Employer may be liable for lawful damages sustained by the Employees affected.

ARTICLE 34

SYMPATHY STRIKES

The Union and the Employees covered by this Agreement expressly waive the right to engage in sympathy strikes or any labor action directed at the Employer by another labor organization. The Employees represented by the ILA Local 2038 NLMK INDIANA Division will not, however, be directed

by the Employer to enter the premises of any other entity at the port which is engaged in any type of labor dispute.

Any other provision of this Agreement to the contrary notwithstanding, an Employee will not be disciplined for failure to cross the lawful picket line of another labor organization at the Employer's premises, provided that:

- A. The Employee has good cause to believe that he would be in immediate physical danger beyond the control of the Employer or of the Picketing Union; and,
- B. The Union immediately takes any and all measures reasonably within its ability to enable Employees to get to work promptly and regularly, such as arranging for the picket line to be removed or relocated, or any "work around" or other measures.

ARTICLE 35 **INADVERTENT ERRORS**

It is recognized that, when this Agreement is published, certain minor errors may occur. Such errors are deemed to be inadvertent and in no way affect the meaning or purpose of the Agreement. Any such error noted and agreed to by the Employer and the Union will be corrected by a mutually accepted Memorandum of Understanding and posted.

ARTICLE 36 **SEVERABILITY AND SAVINGS CLAUSE**

Should any provision of this Agreement be found to be unenforceable for any reason that determination will not serve to void or eliminate any of the respective rights and obligations of the parties under the other terms and provisions of this Agreement.

ARTICLE 37
COMPLETE AGREEMENT

Section 37.1: The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 37.2: Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, including but not necessarily limited to bonuses, Christmas gifts, turkeys, and other such perquisites, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Section 37.3- SUCCESSORSHIP: The Company agrees that it will not sell, convey, assign or otherwise transfer, using any form of transaction (any of the foregoing, a Sale), the Portage, IN plant or significant part thereof to any other party (Buyer), unless the following conditions have been satisfied prior to the closing date of the Sale: a) The Buyer shall have entered into an agreement with the Union recognizing it as the bargaining representative for the Employees working at the plant(s) to be sold; and b) The Buyer adopts the Collective Bargaining Agreement then in effect covering the plant(s), subject to the Union's option to extend that Agreement for up to three (3) years with the amount of the most recent wage, 401k and health and welfare improvements to be implemented on subsequent dates; or c) The Buyer and the Union agree to a new Collective Bargaining Agreement covering the plant(s). This provision is not intended to apply to any transactions solely between the Company and any of

its subsidiaries or affiliates, or its parent company or companies including any of its subsidiaries or affiliates, nor is it intended to apply to transactions involving the sale of stock, except if a plant or significant part thereof, which is covered by the Agreement, is sold to a third party pursuant to a transaction involving the sale of stock or transaction or series of transactions that result in the change of control of the Company. Notwithstanding the provisions regarding the term of this Agreement, this Section shall expire one (1) year after the Termination Date.

ARTICLE 38

TERMS OF AGREEMENT

Section 38.1: Term: This Agreement, when signed by the duly authorized officers of the Employer and the Union, will remain, in full force and effect until October 5, 2027. It will be renewed automatically, on the same terms and conditions, for one (1) year, unless not less than six (6) months prior to its expiration, either party submits --by registered mail (email sufficient) to the other-- written notice of termination or modification. Should timely notice of modification be given by either party, negotiation for a modified agreement to commence no later than October 5, 2027.

Section 38.2: Effective Date: The effective date of this Agreement will be October 6, 2023. All conditions with respect to wages, overtime, holiday pay and 401(k) contributions unless otherwise specified, will be implemented effective October 6, 2023.

Section 38.3: Notices: Any notices required by this Agreement to be delivered by registered mail will be addressed:

- by the Employer to the Union at I.L.A. Local 2038, GLDC-ACD, 6031 Melton Road, U.S. Hwy. 20, Portage, Indiana 46368; and,
- by the Union to the Employer at 6500 South Boundary Road, Portage, Indiana 46368.

Either party, by registered mail notice to the other, may change the address to which such notices should be sent.

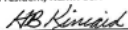
In Witness Whereof; the parties hereto have hereunder affixed their respective hands and seals this 6th day of October 2023.

EMPLOYER

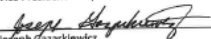
NLMK INDIANA CORP.



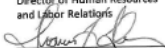
Robert Miller
President, NLMK USA



H.B. Kincaid
Vice President of Operations



Joseph Gazarkiewicz
Director of Human Resources
and Labor Relations



Thomas Taborak, VP Human Resources
& Labor Relations

UNION

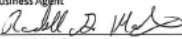
INTERNATIONAL
LONGSHOREMEN'S
ASSOCIATION, LOCAL
2038, GLDC-ACD



Rusty White
President



Gregg Shriver
Business Agent



Randall G. Mathis
Secretary-Treasurer



Travis Nevills
First Vice President

Dear NLMK Indiana Employee:

It is the goal of NLMK Indiana (NLMK) and the International Longshoremen's Association (ILA) to provide a work environment for all of our Employees that is safe, drug and alcohol free and where all have the opportunity to work free of harassment and discrimination. The enclosed policies of this 2023 -2027 Agreement are directed towards that goal.

The Drug and Alcohol Policy is written to ensure that NLMK Indiana is a drug and alcohol free, healthful, and safe and secure work environment. It also is intended to assist any Employee who struggling with the use of drugs and alcohol.

The Code of Standards and Ethics is designed to foster a law-abiding, ethical business environment for our organization and for each of us individually. It is intended to not only meet, but to exceed, the minimum legal requirements. Our continued success as a Company depends on every Employee adhering to its high standards.

The Attendance and Tardiness Policy is intended to guide the conduct of our Employees which directly affects the efficient and orderly operation of our plant. Proper conduct and attendance of our Employees is necessary for proper and uninterrupted production. Excessive absenteeism not only affects production but imposes an unfair burden to other Employees.

The Discharge and Discipline Policy is intended to provide a fair and just disciplinary procedure for actions resulting from the violation of policies and procedures established and agreed upon with the International Longshoremen's Association, Local 2038.

The Harassment Policy, including Sexual Harassment, is written to ensure that NLMK Indiana provides a work environment free of all forms of illegal discrimination and harassment. This policy is intended to protect all Employees and to comply with current laws.

The Workplace Violence Policy has been established with the aim of deterring and handling any potential workplace violence. Any acts or threats of violence by any Employee, former Employee or individual while on Company property are expressly prohibited and cannot be tolerated. NLMK Indiana has zero tolerance for workplace violence and will not condone any acts or threats of violence. In unison with the ILA, NLMK Indiana has implemented this policy for the protection of all Employees.

Any Employee who has questions regarding these policies is asked to contact the Human Resources Department of NLMK Indiana, their supervisor or any ILA official.



Robert Miller
President, NLMK USA



Rusty White
President, ILA Local 2038

NLMK Indiana
Equal Employment Opportunity Policy

It continues to be the policy of NLMK Indiana to ensure equal employment opportunities for all Employees, without regard to race, color, religion, gender, gender identity, sexual orientation, age, national origin, disability or military service in conformity with all applicable federal and state laws. This policy is based in part on our belief that we must maintain a work environment free from unlawful discrimination and harassment of any type, and that any conduct that can be considered harassing, discriminating, abusive, disorderly and/or disruptive interferes with Employee work performance and productivity. We do not discriminate against any Employee or applicant based on race, sex, color, religion, national origin, age, gender, gender identity, sexual orientation, status, or disability. Instead, all Employees and applicants will be evaluated on the quality of their work and commitment to furthering the goals of the Company. Employees should have challenging opportunities for individual growth and advancement. We want to ensure open communication and provide a work environment free from discrimination or illegal harassment. We will comply with all federal, state, and local laws ensuring equal opportunity for all.

All personnel decisions, including but not limited to those relating to recruitment, hiring, training, promotion, transfer, termination, compensation and/or benefits, will continue to be made without regard to any protected traits such as race, color, religion, gender (sex), age, national origin, or disability.

Discrimination or harassment by any Employee, supervisor or Union representative because of another Employee's or applicants' protected traits will not be tolerated. Any Employee or applicant who believes that he or she has been subject to such discrimination or harassment should promptly report the alleged incident to their supervisor, a Union Official and/or the Human Resources Department. In accordance with NLMK Indiana's procedures, an immediate

and impartial investigation will be undertaken. If it is determined that the alleged act of discrimination or harassment did occur, and was based on any protected trait, prompt corrective action, including progressive discipline up to and including discharge, will be taken against such person(s) responsible for the act.

There are compelling social and legal, as well as sound business, reasons for making equal opportunity a high priority for everyone. NLMK Indiana expects each Employee to do whatever is necessary to maintain a work environment free from illegal discrimination or harassment, in any form.

Implementing this EEO policy shall be the responsibility of each executive, manager, supervisor, Union representative and Employee of NLMK Indiana. The coordination and monitoring of these efforts are entrusted to NLMK Indiana's Director of Human Resources, to whom you should direct any questions you may have regarding this policy.

A handwritten signature in dark ink, appearing to read 'R. Miller', is positioned above a horizontal line.

Robert Miller
President NLMK USA